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ABSTRACT

Intended for students in grades 4-7, the lessons in this guide focus on consumer law-related education. Major objectives are for students to gain an understanding of (1) the laws and legal practices in a democratic society; (2) the concepts of authority, order, property, and justice in the operation of institutions; and (3) the processes and functions of consumer issues and law enforcement. Eleven lessons focus on rules and laws, advertising goods and services, deceptive sales practices, contracts, warranties on purchased goods and services, buying on time and managing money, small claims court, door-to-door sales, sound shopping practices, ways in which sellers get ripped off, and forgery. Many lessons involve students in reading, discussing, and analyzing stories, advertisements, and newspaper articles. Although arrangement of the sections vary, typically each section presents an activity, a list of objectives, additional materials and resources, and questions for students. Appendices include a teacher information sheet which lists crimes classified by degree and a sheet which offers tips on how to be an effective resource person. (Author/NE)

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# CONSUMER LAW-RELATED EDUCATION MATERIALS

(Grades 4-7)

1982

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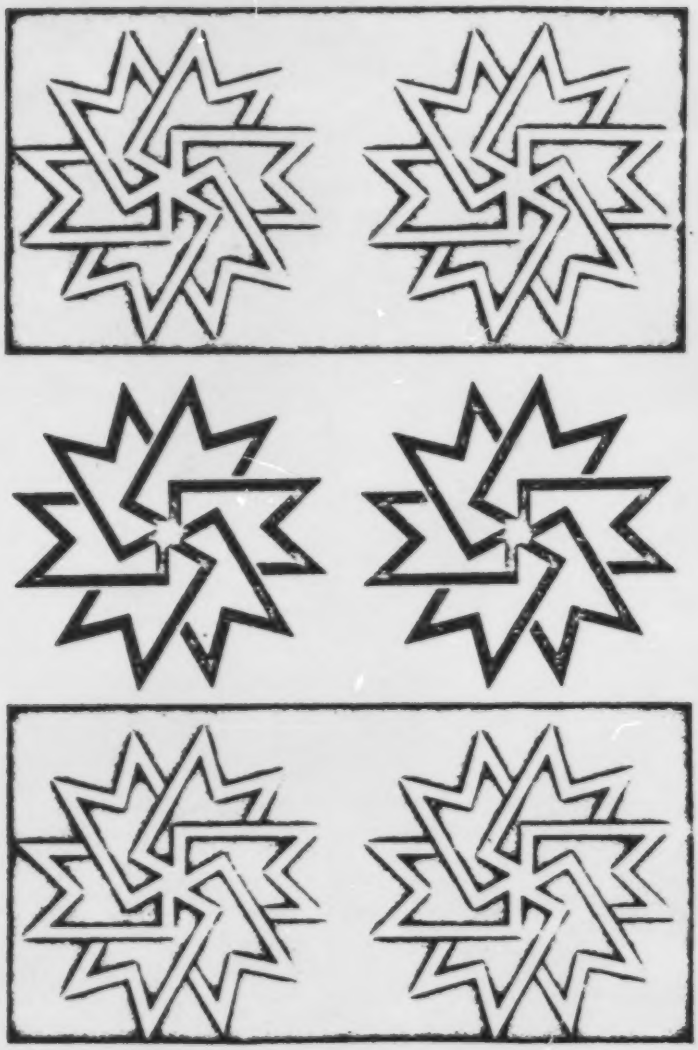
Materials Produced By Teachers In
HIGHLANDS COUNTY

Tri-County Teacher Education Center
Wayne H. Duncan, Director
426 School Street
Sebring, Florida 33870

SP013 993

Law Related Education Materials
Grades 4 to 7



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## INTRODUCTION

For those citizens concerned abut legal processes, the 1970s and 1981s revealed some perplexing and disturbing trends. Newspaper headlines and stories in the elctronic media announced increases in crime (especially juvenile crime), court decisions which met with mixed reactions, and an array of administrative rule changes in courts, correctional systems, and schools which were misunderstood or the subject of heated controversy. While the facts surrounding these trends may be clear, responses to the facts have revealed value conflicts among citizens who have differing perceptions of authority and law in a free society.

An informal survey of editorial pages in newspapers reveals the extent of such citizen concern and the areas of conflicting perceptions:

1. A growing concern over crime with ambivalent confidence in, and support for, legal institutions and law enforcement agencies.

2. Perplexity over the extent of juvenile crime and related problems, with many explanations which lead some persons to demand a severe "crack down" by authorities, while other person demand the reform of American institutions.

3. A lack of understanding of the function of law in a free society and practical limitations of legal processes and correctional agencies alone to cope adequately with crime and delinquency.

4. A lack of attention to matters of law and personal responsibility in schools which directly affect younger citizens' understanding of legal processes and the formation values appropriate to developing a sense of efficacy in their personal lives and in the legal fulfillment of their personal needs.

These areas of citizen concern can be met in part by an educational program which is focused, not only upon the present problems and immediate solutions, but also is concerned with the long term impact of the "solutions" upon citizen behavior and values. Such an educational program would be built upon citizen support and participation and would strive for the following broad objectives:

1. An understanding of the law and legal processes in an open, democratic society;

2. An understanding of the concepts of authority, order, property, and justice in the operation of legal and other institutions of our democractic society;

3. An understanding of the processes and functions of consumer issues and law enforcement in a free enterprise, democractic society; and

4. An understanding of the relationship between personal behavior and responsibility, on the one hand, and the needs of the social order, on the other, in a free society.

The activities and materials in this volume are attempts to begin law-related education for children in our schools. Our concern was with what children and their teachers were ready to work with. Together, with teachers, we developed initial materials related to rule-following behavior and consumer-law issues.

We are pleased by these initial attempts and hope that others find them useful.

Wayne Duncan

Wayne H. Duncan, Director
Tri-County Teacher Education Center
(Hardee, Highlands and Okeechobee Counties)

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RULES AND LAWS:

THIS FIRST SECTION PRESENTS LESSONS FOR LEARNING ABOUT THE IMPORTANT FUNCTIONS OF RULES AND LAWS IN A FREE SOCIETY.....

# Thief Gets Chickens

Two chickens, twelve cans of vegetables and seven bottles of Pepsi were stolen from the home of Lauren Lewis on S. Verona Avenue October 5.

According to police reports an unknown person or persons entered the trailer through the rear kitchen door sometime between 7:30 a.m. and 5:39 p.m. and removed the groceries.

Police are investigating the incident.

**BIKE STOLEN**

Greald T. Hampton reported to police October 5, someone had stolen his 20 inch red dirt bike. According to the report Hampton had left the bike outside of the Recreation Center on Verona Ave.

He went into the recreation facility at 3:10 p.m. When he returned to the parking lot at 5:11 p.m. his bike had been taken.

**HOME BROKEN INTO**

The home of Queen Cowar at 1012 Lake Blvd. was br into October 5 between the hours of 6:50 a.m. and 7 The theif removed a class ring a ladies gold ri cash from the home.

According to police reports the thi through a bedroom window. The r bedroom dresser and the cash lice have found finger thief. The case has been of the Avon Park P

John H. M at 3:45 found

4A The Avon Park Sun, Oct. 7, 1981

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# B727-200 SERIES

B 727-200 SERIES

Emergency Information

Información de Emergencia

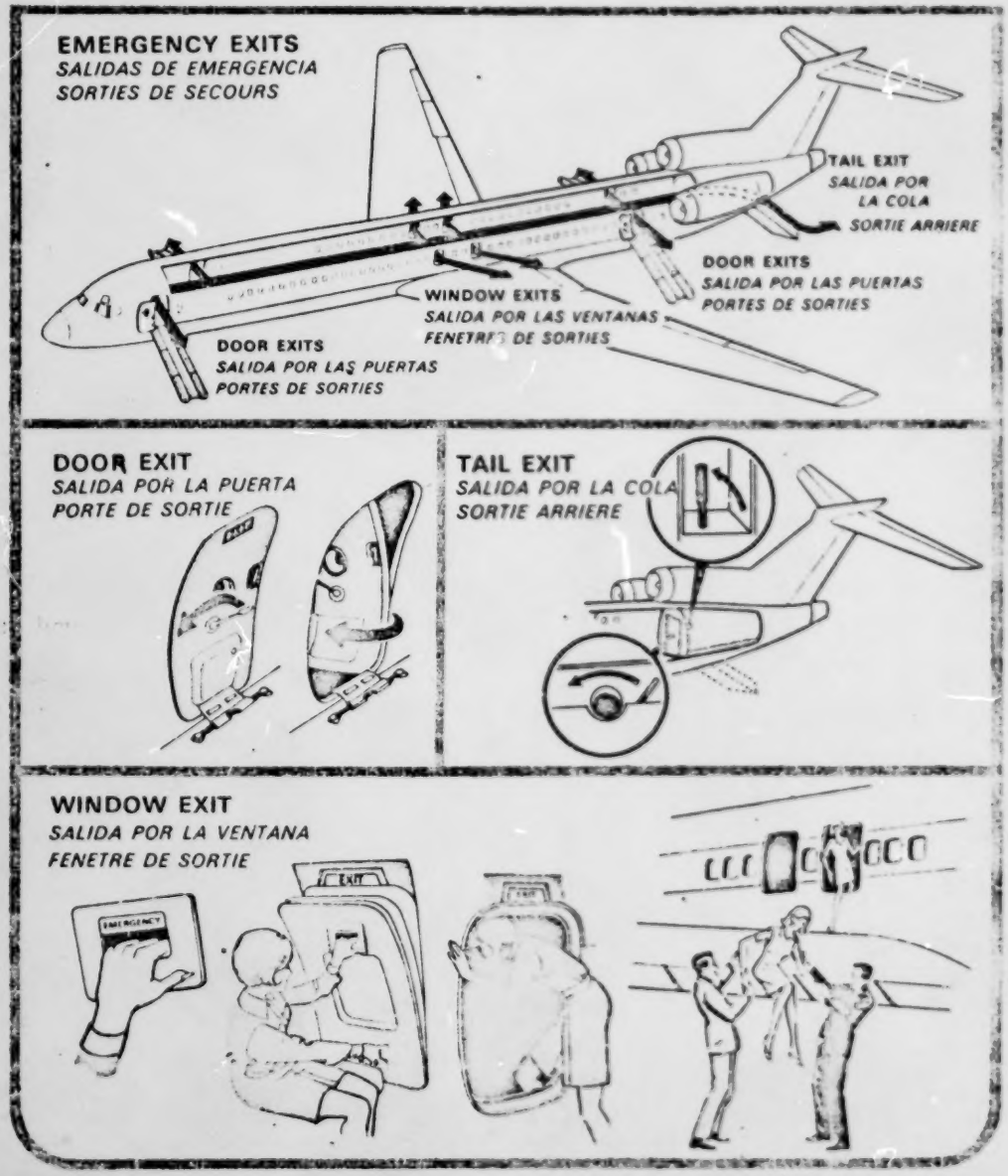
Renseignements pour le cas d'urgence

EASTERN

There is little likelihood we will encounter a situation requiring emergency preparations but it is a good practice to be acquainted with the safety features we have provided for you on this airplane.

*Hay pocas probabilidades de que nos encontremos en una situación que requiera preparativos de emergencia. No obstante, queremos familiarizarlo con los dispositivos de seguridad que, para su protección, hemos instalado en este avión.*

*Il est peu probable qu'il se présente une situation nécessitant des mesures d'urgence, mais il est bon de prendre connaissance des moyens de sécurité que nous avons prévus pour vous à bord.*




PLEASE SEE REVERSE SIDE

POR FAVOR, VEA EL REVERSO

PRIERE DE VOIR AU VERSO

## RULES TO FOLLOW

1. What is the purpose of this card, found on airplanes?
2. What rules are given for passengers to follow?
3. Do the rules make sense to you? Why?
4. What is the general goal of these rules?

— + —

5. Do you have rules in your school? What are they? What is their purpose?
6. What would happen if everyone ignored those school rules? If only some people did? If everyone obeyed the school rules?

— + —

8. How do the rules in the airplane, in your home, in your school, and in society keep behavior orderly? What might happen without those rules?

# Classroom Rules

Classroom rules are used by teachers for the same reason that we discussed before—for information, for safety, and for organization. Look at each rule below and think about the following questions:

1. **What are the purposes for these rules?**
2. **What are the advantages and disadvantages of each rule?**
3. **Are these rules fair? Why or why not?**

(1.) Be in your seat by the time the bell rings.
(2.) Raise your hand if you wish to speak.
(3.) Be prepared for class by having paper, pencil or pen, and notebook.
(4.) Do not throw things in class.
(5.) Five minutes before the end of the period, clean up around your desk and put all materials which you have used in their proper places.
(6.) The teacher must give you permission to leave your seat.
(7.) Avoid pushing, shoving, or hitting each other.

For old and new bikes, too, these are some safety rules for you.

1. Obey all traffic regulations.
2. Never ride more than one person on a bike.
3. Never ride more than two abreast.
4. Stop and look before coming out of alleys and driveways.
5. Never hitch rides on moving cars.
6. Always walk your bicycle across busy streets.
7. Never weave in and out of traffic.
8. Always use hand signals.
9. Always park your bike in a safe place.
10. Always make sure your bike has a front and real light or reflector.
11. Attach a bell, horn, or other warning device to your bike.
12. Always keep your bike in good operating condition.

Are there any other rules that you might add to the list?

Some bicycle rules are: 1) safety rules, 2) school rules, 3) parents' rules, 4) city or county laws, and 5) State laws. All are designed for your safety and for the safety of others.

What rules apply to bicycle riding?

Generally bike riders must observe the same traffic rules as automobile drivers. You must observe all traffic lights and signs and give arm signals before making turns. Your bike must be equipped with a light in the front and a reflector on the rear. Bicycle riding after dark is dangerous--even with lights. Avoid it if possible. In most states it is illegal to ride two on a bike or to ride a bike while holding on to a moving vehicle.

"Borrowing" a bike without the permission of the owner, even though you intend to return it, is a misdemeanor, punishable by fine or jail sentence. And, of course, stealing a bike is a crime.

Most communities have ordinances requiring the licensing of all bicycles. Each bike must be registered with the police in the name of the owner. A license tag must be purchased and fastened on the bike at all times. Locensing aids the police in recovering lost or stolen bikes. Report the sale or transfer of a bike to the proper department. Report the loss or theft of a bicycle to the police and give them the license number. It is a good idea to keep your bike locked when you park it anywhere.

SOCIAL RULES IN THREE SETTINGS.....

THE GRASS CUTTER'S STORY:

They paid well. Marie was a strong girl and loved to cut the Smiths' grass during the summer. She liked the exercise and loved the spending money that she earned. Each week she got $20.00 for her efforts.

The Smiths' seemed to like her work. They were wealthy and lived in a large house with a big yard. They had no money problems.

One day when Marie was paid for her yard work, Ms Allen must have been confused. Instead of $20, Ms Allen gave Marie three $10 bills. Marie did not notice this until she was at home, putting the lawn mower away. She doubted that Ms Allen would ever know what happened to the extra $10. But she knew her parents would want her to return it....if they knew about the over payment.

Should Marie return the $10 to the Allens? If she does not return it, is that theft or robbery?

THE SHOPPER'S STORY:

José read all about it in the newspaper. Ymart was having a big sale on color TVs at only $199.00. The advertisement said "first come, first served." José got to the store an hour before it opened and awited. At 9 AM he rushed in to the TV section. There he saw only two TVs at the sale price. Neither one worked very well, and the screens seemed smaller than in the ad. The salesperson came over and said all sorts of bad things about the TVs on sale. He took José over to a set for $550.00 and pointed out its virtues! He wanted Jose to buy this good set. José finally agrees and gets the $550 set rather than the $199 set.

What has happened to José? Have any social rules been broken in this story? If so, which ones?

THE WORKER'S STORY:

Mel Brown has important connections. He has friends in high places! For the last 20 years, Mel has worked for a department of State government. He does not do his job well but he has been paid well. In fact, he spends most of his time on the telephone calling people about real estate deals. Mel works on the side as a real estate salesman. For the past ten years he has made a lot on money selling houses and land, but holds on to his $30,000 at year State job. Working both for the State and in real estate, Mel makes over $60,000.

What is Mel doing? Have any social rules been broken? If so, which ones?

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# Arcadia Youth Caught Inside Clothing Store

A 15-year-old Arcadia youth was arrested inside a western clothing store just south of Wauchula last week after he tripped a silent alarm in the sheriff's office.

Kenneth Page was charged with armed burglary last Tuesday when he was captured inside the Circle 3 Western Store about 9:35 p.m. by Lt. Farrell Hendrix and Deputy Earnest Lovett.

Lovett said Page broke into a vacant restaurant (Colan's), at the corner of Carlton Street and U.S. 17, through the back door, and went through an inside door into the clothing store.

He said he and Hendrix responded after a silent alarm went off at the sheriff's office at 9:34 p.m.

Hendrix, who saw Page inside the store through the front window, held his gun on him while Lovett followed his path through the back of the restaurant.

After disarming the youth, who was carrying a knife, Lovett said he put him under arrest.

He said Page was a runaway and had been living in a customer's car behind McCrary's Gulf Station next to the western store.

From the car, he said, they recovered some property that had been reported stolen.

A deputy in DeSoto County also told him that Page's arrest cleared up several burglaries down there, he said.

Page was turned over to the Division of Youth Services for detention.

Page 8-A The Herald-Advocate September 17, 1981

A. Read the newspaper article on the left.

1. What happened? What did the Arcadia youth do?

2. What social rule did the Arcadia youth seem to break?

3. In your judgment, how serious was this rule?

4. Assuming for the moment that the Arcadia youth is guilty, what should be done to him, or with him? What should the consequences be for such behavior?

B. What should be done about the behavior in each of the three stories on the previous page?

Marie, The Grass Cutter:

The Store or Salesperson, The Shopper's Story:

Mel Brown, The Worker:

C. How are the four cases SIMILAR? Arcadia Youth,
Mel Brown,
Marie,
Salesperson at Ymart

**Cathy Bartley**

Community education modeling class teacher Cathy Bartley shares a smile. Cathy will be teaching classes to Lake Placid students, ages 11 to 17, Oct. 27 at 7 p.m. in the Lake Placid High School Commons. Newsphoto by Grant.

# Model teacher offers LP class

Cathy Bartley stands before a group of giggly, nervous, teen-aged girls and asks them for the first time to parade down a stage.

It's not easy, especially if you're 13 years old and feeling self-conscious to begin with.

But for Cathy, who plans to teach a teen-aged modeling course for Lake Placid's Community-School education, these hopeful, awakward beginnings hold the budding promise of potential grace.

In addition to having the girls walk down a stage for the first time, Bartley also encourages the girls during the first class to talk a little about themselves and why they came to class.

Responses vary. While one girl may say she came because a friend encouraged her to attend, another jeans and cowboy boots-clad preteen, may say her "daddy" told her to take the class.

"There's some who are a lot harder to train," Bartley says with a laugh, "but it's always hard to begin with, in the first class."

Bartley enjoys contact with the students. "I can feel a little closer when I talk with them. I enjoy teaching the girls. I get a lot of pleasure from seeing them improve."

Although she is originally from Virginia, most of her five years in modeling were spent in Columbia, S.C.

WHAT IS A MODEL?.....HOW DO WE USE MODELS?

MODEL AS A NOUN.....

1. What do the following things have in common?

| | |
|---|---|
| | toy gun |
| plastic car | globe |
| doll | doll house |
| toy airplane | Kathy Bartley |
| train set | toy soldiers |

2. Why do we create models? What are they used for? What can we learn from them?

MODEL AS A VERB.....

3. When Cathy Bartley's students are modeling, what are they doing? What do they model? What do they teach us as they model?

4. Give your impression of a MODEL student, or a MODEL athelete. What is mean by MODEL?

5. How are parents models for their children? How is an athelete a model for other atheletes?

MODELS OF LAW-FOLLOWING BEHAVIOR.....

6. What do parents/adults model for youth when they:
   - --hunt doves over baited fields.
   - --keep an illegal number of bass when fishing
   - --eat cookies in a store and hide the empty package before checking out
   - --buy a dress for a wedding and return it Monday, saying"It doesn't fit me."
   - --Say to a child answering the phone,"Tell them I am not at home."
   - --speed over 55 miles per hour
   - --take off from work and call in "sick"

7. Add some ways you know that adults teach disrespect for rules and laws (Do not mention adults' names, please!)

## IT'S OK KID

When Johnny was 6 years old, he was with his father when they were caught speeding. His father handed the officer $5 along with his driver's license. "It's okay, son," his father said as they drove off. "Everybody does it."

When Johnny was 8, he attended a family get-together, presided over by Uncle George. All the relatives were instructed on the best techniques for chiseling on their income tax returns. "It's okay, kid," his uncle said. "Everybody does it."

When Johnny was 9, his mother took him to his first theatre production. The box office man coldn't find any seats until his mother discovered an extra $2 in her purse. "It's okay, son," she said. "Everybody does it."

When Johnny was 15, he made right guard on the high school football team. His coach showed him how to block and at the same time grab the opposing tackle by the shirt so the official couldn't see it. "It's okay, kid," the manager said. "Everybody does it."

When Johnny was 19, he was approached by an upperclassman who offered him the answers to an exam for $10. "It's okay," he told himself. "Everybody does it."

Johnny was caught and sent home in disgrace. "How could you do this to your mother and me?" his father said. "You never learned anything like that at home." His aunt and uncle were also shocked.

If there's one thing the adult world can't stand, it's a kid who cheats....

--Ann Landers

1. What did the adults in this story teach Johnny?

2. How did each teach him?

3. Should they have been surprised at the results? Were you surprised?

4. What should parents, teachers, and other adults do to stop teaching disrespect for the law?

## SMART OR DISHONEST?

A small boy stood before a candy counter. His eyes were wide, the goodies so tempting. He had to have one. A quick look around and into his pocket went a handful.

A story so old that it hardly bears repeating. What kid hasn't been tempted and given into the temptation, only to feel guilty all night long.

But there's more as we were told one Sunday, recently, by a pastor who was a witness to the whole thing. Mom was standing with her back to the kid. She turned just as the dreadful deed was done. Her reaction?

"For heaven's sake, Johnny, don't do that, a policeman might see you."

Perhaps more than anything that illustrates the morality--or lack of it--that threatens the very fibre of our society. Don't do anything dishonest unless you're sure you can get away with it.

The disease comes in many names but its face is the same. Dishonesty is okay as long as you don't get caught.

So how does Johnny learn? He only learns to watch for police more closely and his conscience will cease to prick him. After all, Dad pads the expense account; Mom brings home towels from the hotel; the other kids cheat at school, and everyone thinks they're so smart.

Politicians condone everything but an open revelation of their actions. Athletes place winning ahead of all else. Anyone who disagrees is dismissed as an old-fashioned square, a common scold. The moral fibre of a nation depends on honesty, integrity and the ability to distinquish between right and wrong whether we get caught or not. And integrity begins in the home.

Waterloo (Ontario) Chronicle, Wednesday, June 30, 1976, p. 4.

1. What did Johnny learn in this story? How did he learn it?

2. Has anything like that ever happened to you?

3. What is integrity? And what do they mean when they say that "integrity begins in the home?"

4. What are good reasons for 1) being honest and 2) respecting laws? (Make a list.)

ADVERTISING GOODS AND SERVICES.....

"Buy Now!" "Available only in Limited Quantities. Get yours now!" "Be the first person on your street to have one!" "Get a free wigette with the purchase of an exciting new Garbonza!"

There seems ot be no limit to the appeals made to get us to buy things. Advertising persons are most creative--and successful.

The following lessons help us learn to think first and buy second.

## GETTING FOLKS TO BUY NOW.....

GENERAL OBJECTIVE: To help elementary school students to learn and to understand their roles and rights as consumers in society.

To help students recognize several popular advertising gimmicks used to persuade them to purchase goods less critically.

INITIATING QUESTIONS: 1. Have you ever bought a toy or similar item that did not look or work like you thought it would or should?

2. Why did you purchase it?

3. What did you expect it to do or to look like that just was not so?

4. What are some of the ways that are used to encourage us to buy things? (List on the chalkboard.)

ACTIVITY: Divide the class into four or five groups. Give each group a stack of advertisements from newspapers and magazines. Get the students to tell how the ads are constructed to get us to buy the products advertised. Stress those which are especially misleading, and to tell why they are misleading.

Let the students bring in examples of goods purchased which did not live up to expectations.

MAIN CASE FOR DELIBERATION: Tim had eaten his Cheerios every morning for three weeks. He saved his weekly allowance just to be able to get three box tops and have the two dollars needed to order the "SPACE SHUTTLE." The space shuttle toy was advertised on the back of the Cheerios box!

Tim sent in his order. After waiting for four weeks, the postal person finally delivered a box. Tim ripped open the box...paper and cardboard flying all over the floor. "What is this? This is not what I ordered." The picture on the back of the Cheerios box showed what looked like a foot-long rocket and there Tim stood with a 5 inch rocket in his hands. His smiles had turned downward. "Two dollars for this?," he said.

What had happened to Tim? Since he had already told his friends about the fantastic rocket and space ship he was going to get, what was he going to do? How embarrassing!

COMPREHENSION QUESTIONS:

1. What was the cost of the "SPACE SHUTTLE?"

2. Why did Tim want a plastic model of the space ship?

3. What happened when Tim opened the package?

4. Why was Tim surprised and then sad?

DECISION QUESTIONS:

1. What should Tim do? Why?

2. Has anything like this ever happed to you? What did you feel? What did you do? Why?

PROBING QUESTIONS:

1. Why was the Cheerios advertisement misleading? Is there anything Tim can do about his situation?

2. What are some important things to look for in advertising?

---

APPEALING WORDS IN ADVERTISEMENTS.....

The following words are often found in advertising. How can these words mislead us?

| | | | |
|---|---|---|---|
| magic | easy | remarkable | bargain |
| popular | sale | free | reduced |
| miracle | below cost | gift | marked down |
| sensational | compare | latest | latest fashion |

Look through some newspapers or magazines to locate ads which use words like the ones above. See how appealing words are used. Also, see how pictures are used to mislead Tim and the rest of us! Your teacher will help you interpret the advertisements.

--Jackie Baldwin

PROPAGANDA TECHNIQUES IN CONSUMER LAW EDUCATION

GRADE LEVELS: Junior High and above

OBJECTIVES: To identify and to give examples of propaganda techniques for the purpose of building rational decision-making skills.

SEQUENCE OF ACTIVITIES:

1. Teacher will review the rationale and revise hand-outs, if necessary.
2. Students will bring in examples of advertising.
3. Propaganda techniques will be introduced and hand-outs distributed.
4. Students will find examples of each propaganda technique in advertising. Radio and T.V. commercials may be used. Role playing may be valuable.
5. Group discussion may involve changing values and how they are affected by propaganda.
6. Groups may plan advertising campaigns or write articles using propaganda to encourage wise shopping. Videotape productions could be planned and performed.

SPECIFIC SKILLS:

1. Students will be able to identify specific propaganda techniques in advertisements and commercials.
2. Students will be able to utilize propaganda to encourage wise buying.

RESOURCES:

Advertisements.
Hand-out I or II.

## PROPAGANDA TECHNIQUES - I

The Institute for Propaganda Analysis lists even common propaganda techniques.

1. Name Calling - Applying some label that people generally dislike or fear to a person, organization or idea. Such words as "racist" or "communist" may be used to discredit rather than describe accurately.

   Example: "Only an idiot would belive nuclear power can solve our nation's energy problems."

2. Glittering Generality - Connecting positive - sounding words to an idea, so that you will accept the idea without examining it.

   Example: "Farmers are the life blood of our country, harvesting energy from the sun to feed America. They can help solve our energy problems through gasohol."

3. Transfer - Using the reputation of some respected organization in connection with an idea.

   Example: "The Union of Concerned Scientists estimate that 10 to 17 percent of our uranium miners will die of cancer."

4. Testimonial - Quoting some well-known person in favor of a given product or policy.

   Example: "Energy Analyst Charles Kormanoff recently published an exhaustive study that shows electricity from nuclear plants will cost 20 to 25 percent more than power from modern coal plants with advanced pollution - removing scrublers."

5. Plain Folks - Winning confidence on the basis that an idea is good because it is related to the common people.

   Example: "Ladies and gentlement of the jury, the defendant cannot possibly be guilty of tampering with his electric meter to defraud the utility company, for he comes from a long, long line of hard-working, God-fearing, liberty-loving, and patriotic people just like yourselves."

6. Card Stacking - Selecting and using facts to give a false or misleading idea.

   Example: "Nuclear plants in the U.S. run at only 5 percent of their capacity."

7. Band Wagon - Urging you to follow the crowd and accept the idea because "everybody's doing it."

Example: "...meeting the nation's energy needs should be a great national cooperative effort that enlists the imagination and talents of all Americans."

--Gail Foster

PROPAGANDA TECHNIQUES - II

1. Appeal to Pity - Seeks to produce sympathy and pity to influence your opinion.

Example: "America's poor, already trapped by rapidly rising prices for food and housing, are expected to be hardest hit by a 50¢ a gallon tax on gasoline."

2. Appeal to Prestige - Urging the acceptance of an idea as a means of raising your status.

Example: "Be the first on your block to get solar hot water!"

3. Appeal to Ridicule - Attempting to make fun of someone or something in order to influence your opinion.

Example: "Conservation is ignored in the President's energy budget. Obviously, conservation is not good business for the oil companies that donated $280,000 to redecorate Ronald Reagan's White House living quarters."

4. Bargain Appeal - Attempting to get you to buy an item by appealing to your desire tosave money.

Example: "This is your last chance to buy a brand new Opex automobile at 1981 prices."

5. Appeal to Flattery - Attempting to persuade by flattering a person in an area in which he would like to excel.

Example: "Physically fit students tend to use bikes for transportation in order to conserve our valuable natural resource."

6. Slogan Appeal - Promotes a favorable response or positive action through short, catchy phrases.

Example: "Save It, Florida." "Extinct Is Forever."

7. Technical Jargon Appeal - Impresses with the use of technical language or unfamiliar words.

   Example: "Durawear tires contain durium, the bonding material that makes these tires wear for years."

8. Danger/Survival Appeal - Refusing to act in a certain manner will result in harmful consequences.

   Example: "The Union of Concerned Scientists predicts a one-in-five chance of a catastrophe for one of our current reactors during their 30 to 40 year lifespan."

SOURCES: Some examples were based on an article in the Tallahassee Democrat entitled "We Don't Need Nuclear Power" by Ira Scorr, June 21, 1981.

--Gail Foster

DECEPTIVE SALES PRACTICES.....

"It's a con job." "Don't let him con you." Somewhere the word CON has joined our vocabularies. It comes from the word confidence man. A "confidence man" was a person who could be nice in word and deed and gain your confidence. Then, he would trick you into doing something silly and against your own self-interest.

Today, such tricks are called CON JOBS. Today, the act of trickery is called a CON or CONNING someone.

**Pigeon-Drop:** Generally, this is a "con," or fraud, that is designed to rob people — particularly elderly persons — of their savings. Usually a pleasant, "nice" person introduces himself (or herself) and informs the victim that he has recently found "a large amount of money." This person wants to give some of the money away to a "deserving and honest" person because he and his spouse "do not need all of it." The victims are told that proof of their "good faith" is needed before they can get the money. This "proof" that the "nice" person wants is cash, called "good faith" money. An amount is agreed upon and the victim obtains it and delivers it to the "nice" person. What follows is either: (1) an exchange for a box which supposedly contains the large amount of money the "nice" person is giving away; or (2) a robbery when the victim gives his money to the thief and expects to receive his windfall "later or tomorrow," but doesn't. These "cons" sometimes sound believable, but they never are.

The following lessons will help you avoid the PITFALLS of deceptive advertising and sales practices.....

## TENNIS SHOE SALE

One evening while you are watching your favorite show on television, the TV announcer tells about a big sale on super inner spring tennis shoes at the Samll Fry Shoe Store. The announcer says that beginning Saturday morning at eight o'clock, super inner spring model tennis shoes will be on sale for only $1.00 per pair.

At one minute after eight o'clock Saturday morning, you enter the Small Fry Shoe Store with your mother. The salesman tells your mother that all super inner spring model tennis shoes have been sold out, but he has some genuine extra super wing-tipped all-star tennis shoes for sale at only $21.95 per pair.

What should you and your mother do?

1. Buy the shoes for $21.95--you'll be the only kid on the block whose shoes cost more than their older brother's car.

2. Throw a rock through the store window.

3. Demand to see the store manager and tell him you want a "raincheck" that will allow you to buy a pair of super inner spring model tennis shoes for $1.00 as soon as they get some more shoes in. If he refuses, notify the Consumer Affairs Department.

4. Call the police.

TEACHER'S NOTE:

Answer number 3 is correct. the law requires a store to have enough products on hand to meet a reasonable demand when they advertise. If the store was sold out one minute after they opened they certainly did not have enough shoes to meet a reasonable demand and should give you a "raincheck."

Courtesy of Pinellas County Department of Consumer Affairs.

Advertising is the method a retailer uses to inform the public of products or services available. It is up to the consumer, therefore, to pick and choose among the products offered. Unfortunately, there are times when deceptive tactics are used to advertise those products. Here are some common examples of deceptive sales and advertising in the marketplace:

* BAIT-AND-SWITCH: The seller usually advertises a "bait" product – such as a name-brand sewing machine, vacuum cleaner, automobile, a set of furniture or other products at an "unbelievably" low price, sometimes as a "repossession" or as "freight-damaged". When the consumer goes to see the "bait", it is obviously shoddy or inferior, but he is told that "for just a little more per month" he can obtain "a high quality" item. This is the "switch." Or he may be told the advertised item is out, and then be switched to another, higher-priced item.
* PHONY "CONTEST" and "SURVEYS": Be wary of such statements as "You have just been selected the lucky winner of . . ." Contests and surveys are often used to trick people into making purchases they later regret. The "free prize" usually is sold with expensive companion items – such as yearbooks with "free" encyclopedias, records with "free" phonographs, service policies with "free" sewing machines, or cost-of-postage-only with "free" magazines. Remember, no one is in business to give things away!



* COMPARATIVE PRICING: Comparative shopping is extremely important in making both every day and major purchases. A seller may advertise that the price of a color television set has been marked down from $549.95 to $499.95 for a savings of $50. However, wise comparative shopping may show that a competitor's price for an identical TV set is always $499.95. The same is true for the smallest items from breakfast cereal to toothpaste. Don't be fooled by the words "special discount", "marked down", "new low price", or "save." Make sure the advertised special is really special; it may be cheaper elsewhere.
* "SALE": Sometimes the term "sale" is used to mislead you into thinking you are getting a bargain. For instance, a store advertises that items are "on sale" when the prices on these items are the same as always.
* "WHOLESALE": An advertiser misrepresents himself and his prices if he claims to be a "wholesaler" while selling to the general public. Wholesalers are in business to sell to retailers only.
* "FACTORY OUTLET": A company is only a factory outlet if it manufactures the merchandise it sells. If it sells items made by other companies, it is engaged like other stores in retail sales.
* "GOING-OUT-OF-BUSINESS SALE": Special regulations require that companies advertising these "sales" do not bring in new merchandise and that they actually do go out of business within a limited time.
* "FREE GIFT": The trouble with "free" offers is that very few things are really free. There is often a hidden trick or condition attached to the offer which traps consumers into paying for goods they don't need or could have bought elsewhere for less. Beware of cards placed in your door that say "you may have won a free gift, call this number." If there are conditions to these "free" offers, Florida law requires that those conditions be conspicuously displayed adjacent to the advertising offer.
* "CONTEST" and "PRIZES": If a prize won in any kind of contest requires the payment of money, it is not a real prize. Contests and prizes are frequently a lure to a place of business where merchandise may be marked up in price to compensate for the prize.
* REFERRAL SELLING: Sometimes salesmen will try to get you to buy a product by offering you a cash refund or credit on the purchase price for every friend you recommend to them. This practice is called referral selling, and it is illegal because consumers inevitably lose at it. In some cases promised refunds are never made. In other cases refunds are very insignificant. In all cases, not only you, but many others will be referring names to the salesmen. Those referred will in turn refer still others. Consequently, any given area is quickly exhausted of possible references.

## FRAUD.....CONSUMER BEWARE!

F R A U D .....What a strange word!

A fraud is something done or said or something not said that is meant to deceive or to cheat.

Glen sold Wayne a used car "as is" for $1,500, but did not tell him that the car had a bad motor and would blow up after driving five miles.

While Sarah had not seen the farm, she bought it from Wayne for $19,000. Only later did she learn that all the land was under water! Wayne didn't tell!

Bernadette ran a garage sale. She told Glen that the toaster worked and he bought it for $6.00. It didn't work and Glen was angry.

Sue was interested in a new career. She was tired of teaching. She saw an ad for a design school and sent them $800 for lessons so she could become a great designer. Sue's check was cashed, but she never got a lesson.

Patti wanted to work at home, so she sent in $10.00 to open her own envelope addressing business. She had read an ad in Popular Science. After a year, she still had no evelopes to address.

How were each of the above persons the subject of fraud?

Some fraud is against Federal law, such as using the U.S. Postal Service to defraud consumers, selling fraudulent stocks and bonds, and other fraud schemes across state borders. Fraud is also against state statutes such as the following:

Florida State Statute:

817.035: Robbery. Schemes to defraud; proof; penalties.

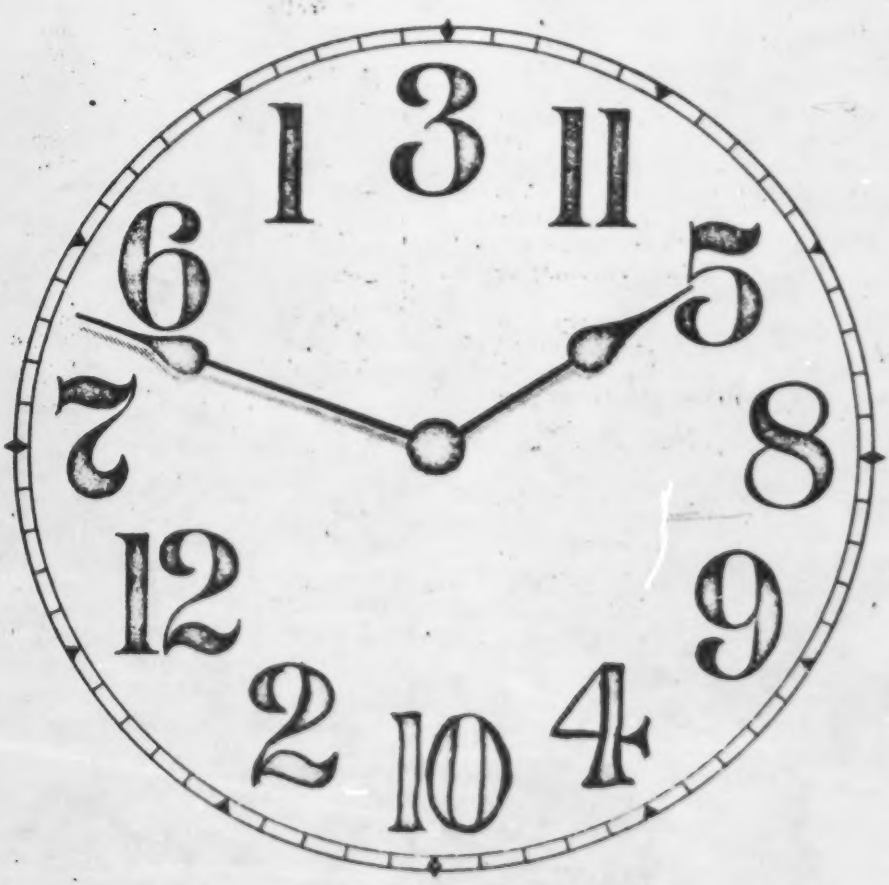
(1) Any person who engages in a scheme constituting a systematic, ongoing course of conduct with intent to defraud more than person, or to obtain property from more than one person by false or fraudulent pretenses, representations, or promises, and who so obtains property from one or more of such persons is guilty of a misdemeanor of the first degree.

(2) Any person who engages in a scheme constituting a systematic, ongoing course of conduct with intent to defraud 10 or more

persons, or to obtain property from 10 or more persons by false or fraudulent pretenses, representations, or promises, and who so obtains property from 1 or more of such persons is guilty of a felony of the third degree.

(3) In any prosecution under this section, it shall be necessary to prove the identity of at least one person from whom the defendant so obtained property, but it shall not be necessary to prove the identity of any intended victim.

# What time is it?



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# Don't fall for these frauds!

Bad times for most people are boom times for con artists, who take advantage of the increased hunger for bargains and "deals" to fleece the unwary. Make sure *you* don't fall for these current scams:

**Advance fee loans.** Nora Walsh needed $1,000, but couldn't obtain a bank loan. She answered an advertisement stating "money lent for all worthy causes." After paying a broker a $75 "good faith" deposit and waiting for several days for the loan to be "processed," she found the broker had left town.

The names used in advertisements like this often are similar to those of legitimate organizations and may even include the word "church" to suggest a religious affiliation. Loans of up to $50,000 are offered, with the "good faith" deposit required starting at $50 and sometimes exceeding $1,000.

Once the deposit is paid, prospective borrowers may find either that they are ruled ineligible for the loan and have forfeited their deposit or that the company has disappeared.

**Pyramid clubs.** Based on the principle of the chain letter, clubs in which half the money from members at the bottom of the pyramid goes to the single person at the top blossomed on the West Coast in June and have since spread across the country. In a typical club, a new player who puts in, say $1,000, has a chance to collect $16,000 when his name reaches the top of the pyramid. But in order just to recover his stake, to say nothing of increasing it, he must persuade others to join quickly, and they in turn must do the same, ad infinitum, or the pyramid will collapse. And when that happens, the players at the bottom lose their money.

**Fraudulent commodity sales.** Preying on small investors anxious for a quick killing, telephone pitchmen offer big profits in gold, foreign currency, oil, sugar, and other commodities to anyone willing to make an immediate investment, starting at $1,000. Contacts are warned that any delay will cost them a "fortune." In these frauds the companies touted by phone don't exist, and the brokers disappear with the money. Check out such offers with the Commodity Futures Trading Commission, 800-424-9838.

**Fly-by-night computer schools.** Easily confused with reputable computer schools, which *do* offer useful career training, substandard and shady operations have been finding willing victims lately among the newly unemployed. The bait--promises of high-paying jobs in the computer field.

"Entrance exams" to such schools are so easy that everyone passes, but many students so recruited are not able to understand the work and eventually drop out, forfeiting the money they've paid for tuition. And all too often, students who cannot afford to pay the tuition are encouraged to sign up for "financial-aid packages," which are actually bank loans and must be repaid whether or not the student completes the course.

You should check out the credentials of a computer school before signing up for a course by contacting your local Better Business Bureau, Office of Consumer Affairs, or your state Department of Education. *—P.G.A.*



WHY MIGHT EACH OF THE ABOVE "ACTIVITIES" BE CONSIDERED FRAUD?

A) ADVANCE FEE LOANS

B) PYRAMID CLUBS

C) FRAUDULENT COMMODITY SALES

D) FLY-BY-NIGHT COMPUTER SCHOOLS

# Frauds that bloom with the spring

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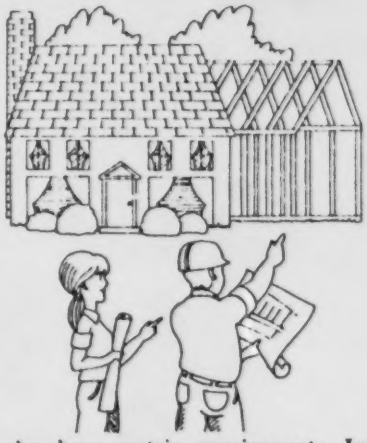
The Robinsons had new central air conditioning installed in their home for $6,000. From the start Steve Robinson complained it didn't work properly. Unable to get the contractor to remedy the problem, he eventually stopped making monthly payments. To the Robinson family's horror, two months later the contractor foreclosed on their home and threatened to sell it unless the payments for the air conditioning unit were made.

The Robinson family was a victim of a "lien sale" contract in which you agree to put up your house as collateral to guarantee payment to the contractor. The increasing use of this type of contract is the newest gambit of the fast-talking, shady operators who thrive in the home-improvement and remodeling field. Dishonest contractors intentionally do shoddy work, hoping payment will be stopped so they can foreclose. Creditors do not need court approval to file a lien, and then it's surprisingly easy for them to foreclose and sell. To save your home, you usually must pay up no matter how unsatisfactory the contractor's work. Often, the only way you can try to get your money back is to sue for contract violation, and pay court and attorney's fees.

The best protection against lien-sale frauds is to make sure you're dealing with a reputable contractor. In many states this means a contractor who is licensed and bonded. In states without bonding requirements get the names of at least two of the contractor's previous customers and ask them about his work, or check the local Better Business Bureau to see whether any complaints are filed against him. Other current frauds to watch out for:

**Solar-energy scams.** Devices to utilize the sun's warming rays are complex, and homeowners can easily be misled. Unscrupulous contractors pushing devices such as ineffective "solar shade screens" will tell you that you can earn energy tax credits by installing them, when in fact, you can't. Federal tax credits are given only on equipment that meets federal requirements, as described in IRS publication 903, *Energy Credits for Individuals*. States that offer their own tax credits



also have certain requirements. In California and Arizona, for example, equipment must be installed by a licensed solar contractor. For a list of reputable contractors in your area, contact the National Association of Solar Contractors, Suite 928, 910 17th Street, N.W., Washington, D.C. 20006.

**Home-improvement rip-offs.** Working door-to-door or advertising in newspapers, swindlers turn up in every area of home remodeling and improvement. Unfinished work after payment has been made is the biggest consumer complaint. Some crooked contractors even skip off with large down payments before *any* work is done, never to be heard from again. Consumer protection experts recommend against using contractors who demand more than one third of the total cost of the work in advance. And if you're paying a contractor to do a number of repairs, pay only for the completed portion of the work.

Prevalent in the East, Midwest, and parts of the South is the so-called "basement waterproofing" ripoff. For $1,500 to $5,000 the contractors claim to be able to seal cracks to cure your basement of water leaks. They inject clay or a chemical into the soil around the foundation. Unfortunately, in most cases the technique doesn't work. But you only find that out in the next rainstorm when the basement still leaks. By then the contractors have often disappeared, and any guarantee they have given is worthless.

**Vacation frauds.** Although most "time sharing" vacation-home offers are on the up and up, others are not. Under a typical time-sharing plan you pay about $4,000 for the use of a room in a resort hotel or a condominium apartment for one week a year for a certain number of years, usually 10 or more. But some companies seek down payments from buyers even before the structure is built, then either run off with the money or go bankrupt. Other companies promised buyers that they would be able to swap their week's lodgings any year in, say Florida, with someone else's in Mexico, but when the time came the swap wasn't possible. And high-pressure sales pitches frequently hide costs such as rising annual maintenance fees and interest charges. Don't sign any time-sharing contracts without consulting an attorney.

Vacation certificates, another possible rip-off, are frequently offered over the telephone or by mail. For as little as $10, the certificates supposedly entitle you to free luxury-hotel accommodations for a weekend, discounted meals, and other savings in places like Las Vegas and other resorts. This, you're told, is the hotel's way of promoting a new business. Sounds like a great deal, but when you arrive, the hotel may know nothing about your reservation. If you're ever offered a certificate, verify its worth by calling the hotel or resort named.

**Jewelry investments.** Many people think gold, artwork or jewels are the best hedge against inflation, and "investment" gem stones are widely advertised—some for as little as $5. But *are* they a good investment? One company was recently indicted for misrepresentations in over 15,000 separate sales for telling buyers that they were getting investment-quality stones when, in truth, the stones were of poor quality. Another ad offered .25 point diamond earrings for $5. Few of the buyers realized that it takes 100 points to make one carat and that a .25 point stone is only a tiny diamond particle, not a quarter-carat stone. And don't be fooled by such phrases as "limited one to a customer," and "while supplies last," which are just come-ons.

—*C.B.*

## WORK-AT-HOME SCHEMES

Work-at-home schemes have plagued consumer affairs offices for years. Many people are taken in by advertisements that promise a way to make a large amount of money with very little effort. When opportunities don't pan out, consumers turn to government agencies for help. Unfortunately, there is little a consumer office can do to help recover money spent on a work-at-home scheme.

Therefore, the Division of Consumer Services offers the following information to help consumers recognize a work-at-home scheme and avoid losing money. Information is based on consumer complaints received by the Division, investigation by other consumer agencies, reports made by the U.S. Postal Service and consumer materials published by the Council of Better Business Bureaus, Inc.

### HOW TO RECOGNIZE A WORK-AT-HOME SCHEME

Typically, a work-at-home scheme solicits "employees" through the classified advertising section of a newspaper. Most ads offer large amounts of money for work that can be done in your "spare" time. An ad may say something like, "Make up to $200 per week from your home stuffing envelopes! Write today for more details."

Another type of work-at-home scheme offers you the opportunity to make extra money by doing some type of assembly work from your home. Items like aprons and Christmas decorations are typical things you can make.

### HOW A WORK-AT-HOME SCHEME OPERATES

Most people who respond to an envelope stuffing work-at-home scheme believe that if they answer the ad, they will receive a box of flyers and a box of envelopes to put them in. This is <u>never</u> the case.

When you respond to an ad, you will receive a letter from the company praising their "plan" for making easy money. You may receive testimonial letters from other "employees" or see copies of checks to them for work done. But there is one thing you can count on -- you will be asked to spend money for more information about the plan.

The fee will be around $25 though amounts differ from company to company.

### WHAT HAPPENS AFTER THE FEE IS PAID

One of two things will happen after you pay the fee:

1. You will never hear from the company again, or

2. You will receive instructions from the company telling you how to set up the same kind of advertising plan to which you responded -- it is a classic pyramid scheme and basically, the way you attempt to make money is by taking advantage of other people like advantage has been taken of you!

You will likely be told to place a classified ad in your newspaper (like the one you answered) telling readers to send a self-addressed, stamped envelope to you. The promoter will promise you a certain amount of money for each envelope you receive. However, you are not likely to make much money. A hearing examiner in a postal fraud case found the average amount of money that could be earned at home through a work-at-home scheme is 45¢ -- not 45¢ per envelope; just 45¢ period.

If you respond to an ad to do assembly work at home, you will probably find the company will do one of two things;

1. After you buy the materials from the company and do the work, you will be told to sell the items that you make, or

2. The company will promise to buy back the items you made.

But, when you return the items you made (from materials you purchased from the company) you will be told because your work doesn't meet the company's "high standards of quality," it will not be bought. Postal authorities cite one case where an ad appeared across the United States offering women an opportunity to sew baby shoes at home as a way to make extra money. The scheme required the women to send a small payment fee and a sample of their sewing work before the company would hire them and 60,000 women responded to the ad, paid the fee and sent a sample of sewing. Not one of the 60,000 measured up the company's "high standards of quality" -- but all paid the fee which the company kept. Even if the fee was $1 -- a relatively small amount -- the company made $60,000 from those who responded.

GIVE IT SOME THOUGHT

If you are considering investing in a work-at-home scheme, the Division of consumer Services urges you to be skeptical of the claims. There is no easy way to earn money and the advertising claims made by work-at-home peddlers are almost always false or highly exaggerated.

If you pay a fee and are not satisfied with the company's plan, there is little chance that any government agency can help you in getting your money back.

The best way to avoid being duped by a work-at-home scheme is simple:

DON'T FALL FOR IT!

Divison of Consumer Services
Department of Agriculture
and Consumer Services

110 Mayo Building
Tallahassee, FL 32301
(904) 488-2221
(TOLL-FREE) 1-800-342-2176

# CYNTHIA'S DILEMMA

Cynthia Sanchez had a hard time finding a part-time job. Her father was out of work, and she really needed to earn some extra money. Finally the new owner of the only grocery store in the neighborhood hired her to work three days a week after school.

Cynthia really liked her job. She knew many of the customers. Most of them lived in the neighborhood, and like her family, they had to budget carefully and watch how they spent their money.

After she had been working for about six weeks, Cynthia discovered that the store was cheating customers regularly by packaging meats in smaller amounts than the weight and price tags indicated. So people were paying for more meat than they were getting.

Cynthia was upset when she realized what was happening. She thought about reporting the situation to the Bureau of Consumer Protection or some other authority. But she thought that she would probably be fired if she did that, and she was afraid she might not be able to find another job.

Below you will find five ways for Cynthia to respond to this situation. After you have read these reasons and thought about each one, rank them in the order that you find most persuasive, placing the best argument first.

A. Cynthia should report the situation because many of the customers are her friends and neighbors. She should look out for their interests.

B. Cynthia should report the situation because the store is violating the law.

C. Cynthia should report the situation because she might get in trouble herself if anyone finds out that she knew what was going on and did not report it.

D. Cynthia should report the situation because someone ought to pay the storeowner back for what he has been doing to his customers.

E. Cynthia should not report the situation because she should not get involved.

Best reason: _____

Second best: _____

Third best: _____

Fourth best: _____

Fifth best: _____

* REPRINTED FROM Teacher Edition, Student Source Book I, ESEA Title IV C Project Legal (Miami: Dade County Schools, 1979).

Name:_____

DILEMMA RESPONSE SHEET

Directions: Briefly answer the following questions:

1. Briefly outline the facts of the situation:

2. a.Describe Cynthia's dilemma.

   b.Is Cynthia's employer defrauding the consumer?

3. According to the law, what should Cynthia do?

4. Give one(1) reason why Cynthia should report her employer to the Bureau of Consumer Protection.

5. Give one(1) reason why she should not report her employer.

6. If you were in Cynthia's position, what would you do? Why?

CONTRACTS -- A LEGAL PROMISE

Has anyone ever bought something from a friend? What happened?

> Matt said, "Do you want to buy my bike for $30.00?
>
> "Sure," Sam replied, "I'll give you a dollar now and $29.00 at the end of the month."
>
> "It's a deal," responded Matt.

What was the dollar for? When is Sam going to get the bike? Now...or after the $29.00 has been paid?

Matt and Sam have a contract. It is an oral contract. Some contracts are written down on paper.

A <u>contract</u> is a promise between two or more persons, each of whom gives something, does something, or promises something.

Contracts are made when two or more persons agree on what they wish to exchange and upon the terms of the exchange.

Before signing any sales contract, ask yourself these questions:

1. Do I know what I am buying?
2. Do I understand to my satisfaction what the contract says and what my obligations will be under it?
3. Can I get a similar item elsewhere at a better price?
4. If the purchase is on credit, am I satisfied with the price I am paying for the loan?
5. What kind of protection do I have in the way of guarantees and warranties? (Buying something "as is" means no warranty.)

A contract means that at least four basic elements have been met:

1. An OFFER: Someone has offered something for exchange;

2. An ACCEPTANCE: Someone has accepted the terms of the exchange;

3. MUTUAL AGREEMENT: The two parties to the exchange have agreed to the terms offered, and they each have the same understanding of those terms; and

4. CONSIDERATION: The two parties have promised for do something for something. (Matt delivers the bike when Sam pays the final $29.00 payment.)

Contracts for real estate (land & houses) must be in writing. Most other contracts can be legal if they are oral or in writing. Oral contracts are a problem since it is hard to prove them in court, if problems arise. Written contracts are better!

-In the exchange between **Matt** and Sam were the four elements of a contract met?

-Did Matt and Sam have a contract? Was it a written or an oral contract?

-What are the potential problems in Matt and Sam's contract?

Consider this case:

> *Sally hears a knock at the door. She answers it and a vacuum cleaner salesman is there. He puts on a neat pitch and Sally, although she cannot afford it, buys a vacuum cleaner. She promises to mail a check for $300.00 at the end of the month and the salesman leaves the new cleaner. Does Sally have a CONTRACT?*
>
> **What if Sally were only 9 years old?*
>
> **What if Sally was quite elderly and senile?*
>
> **What if Sally was a visitor and did not own or rent this house?*
>
> **What if the vacuum cleaner did not work correctly?*

## MORE CONTRACTS.....AND STILL MORE CONTRACTS

WHAT IS WRONG WITH THE FOLLOWING CONTRACTS?

1. Carol, a misguided 20 year old woman, agrees to sell her mother to Carl, as a housekeeper.

2. Dr. Billy, operator of the Mid-night Auto Supply, agrees to steal and to sell to Wayne a set of fancy mag wheels for his automobile. Wayne accepts.

3. Russ has been busy buying furniture from Glen's House of Furniture for the past two years. Glen has a clause in the contract which says he owns all the furniture until it is fully paid for. Russ got sick and missed two months payments. Glen tries to take the furniture back.

4. Captain Mid-nite agrees to sell Sarah a load of drugs which he is flying into the county at night from South America. Sarah agrees to the price and the delivery date.

5. Kathy, age six, promises to give her allowance to Melvin each week if he will stop pushing her into mud puddles on the way to school. He agrees.

6. Juan, age six, agrees to buy all his candy at the Shop-and-Go Store in return for a 10% discount. The store manager had offered him this deal, because Juan buys a lot of candy!

7. Dave buys a car from Melvin's New and Used Vehicles at a "good price." In return, he has agreed to fix the bids so that his company will buy all of its cars from Melvin's New and Used Vehicles.

8. Carlos told Juan he would let him cut his grass each week in the summer for $10.00, if Juan did a good job. Juan thought it was a good deal and took the job. When Juan started he thought that Carlos' grass was that area within the fence. Carlos pointed to a very big field of grass outside the fenced-in yard.

Note: Contracts are not enforceable in court if they require illegal acts, acts against the good of society, and/or acts which completely take advantage of another person.

# CONTRACTS

GENERAL OBJECTIVES:

1. To help students learn that purchasing items is a contract between two parties.

2. To help students realize that the seller has a responsibility to check their items against being defective.

3. To help students to become aware of the meaning and enforcibility of "sale" gimmicks.

TEACHER'S NOTE:

This lesson is intended to be 3 parts. (Part 1 - Initiating Questions and Activity. Part 2 - Case for Deliberation Part 1 with Comprehension Questions, Mathematical Computations and Decision Questions. Part 3 - Follow-up to Main Case, Drawing a Conclusion with Points to Ponder.)

I. Initiating Questions:

1. Have you ever bought a toy or item without the presence of an adult? (Hand show of yes/no)

2. Have you ever had the opportunity to choose anything you would like given a certain amount of money? (List items on the board and their cost.)

3. How many have ever received money as a gift? (List the reasons why they were given them.)

Initiating Activity:

Tell students they have $20 to buy any item from a toy catalog they would like. Provide students with toy catalogs to make their choice. (i.e., Wards, Sears, Penney's, etc.)

Provide the class with a "sharing time" to share with the class which item or items each student chose to purchase with their money.

II. Main Case for Deliberation: (Part 1)

Tony received $30 from his grandmother for a Christmas gift. Tony's parents said he could spend his money on any item he would like as a gift. They took him to the local shopping mall.

On the way to the mall, Tony thought about what he would like to get with his money. Tony was really into slot cars and electronic

games. His parents said that was fine, but told him to remember he only had $30 to spend. He wondered if he had enough to buy something like that.

At the mall Tony went to buy his item. His eye caught the sign in the window--Sale: Electronic Games, Half Price. He said to himself, "Now that's where I can go." It was a toy and hobby shop. He looked around for quite awhile. He found the Sale table of electronic hand games. He selected one he liked. It was about space ships landing on planets. It was originally marked $39.99 and half off. That made it $20 plus tax. He bought a package of batteries for $2.99, paid his money and left. He even had change. He went to meet his parents in the mall.

On the way home he decided to try out his game. He opened the box, put the batteries in as directed, and nothing happened. What happened! He and his parents re-read the directions and tried again. Still nothing. So back to the store they went to get a new one or a refund.

Back at the store they provided the manager with the register receipt and asked for a new one. He looked at the iem and simply pointed to a sign on the wall--All Sales Final! What had happened to Tony? What could they do? It seems he was out his thirty dollars for a broken electronic hand game.

Comprehension Questions:

1. How much money did Tony get? Who did he get it from? Why?
2. Where did Tony and his parents go?
3. What kind of store did Tony shop in?
4. What did the sign on the window read?
5. What did the sign on the wall read?

Mathematics Computation:

Compute how much change Tony received from the sales clerk. Remember to figure in sales tax at 4%.

Decision Questions:

1. What do you think Tony and his parents should do?
2. How do you think Tony feels?
3. What do the phrases "All Sales Final" and "No Cash Refunds" mean?

III. Main Case for Deliberation (Part 2)

Tony's parents asked if Tony couldn't exchange the game for a new one. The manager said he had no other for the same price. Tony's parents said that the store would have to give them the money back or they would take action against them in Small Claims Court. They pointed out that Tony was only 12 years old. He did not see the sign nor know what it meant. They felt the store should know what products they are selling and stand good for them. What do you supposed happened?

Drawing for a Conclusion:

1. The store gave Tony back his money?

2. The manager let him exchange it for some other item?

3. The parents took the store to court?

4. Tony and his parents went home with the broken game?

TEACHER'S NOTE:

While students are deliberating a conclusion, the following points should be stressed:

1. Tony is a minor under 18 years old.

2. Tony made a contract with the store. The store, acting as an adult, can be held liable on the minor's part.

3. The only contract a minor can be held enforcable to are those providing a necessity, such as food, clothing, or shelter. This was not a necessity.

4. The seller has a responsibility of knowing the quality of what he is selling.

Any of the decision 1, 2, or 3, would make Tony a winner.

ADDITIONAL FOLLOW-UP ACTIVITY:

A teacher follow-up activity could be the process by which a person could take another individual through Small Claims Court. The objective would be to show children how the courts could help protect and enforce his rights.

## MINORS AND THEIR CONTRACTS

I. GENERAL OBJECTIVE:

To acquaint the student with the basic elements involved when a minor enters into an agreement or contract with another.

II. WARM UP QUESTIONS:

1. Did any any of you ever buy anthing and then wish you had not made the purchase?
2. Did any of you ever take a purchase back to the store and get your money back?
3. What is a contract?
4. How does a contract differ from a sale?
5. Does a contract have to be in writing to be enforced?
6. What is meant by a "competent person?"
7. What is meant by the term "minor?"
8. If you buy and eat your lunch in the school cafeteria and then decide you didn't like the meatloaf, can you get your money back?

III. A CASE FOR DISCUSSION:

Abe, his widowed mother, and two younger sisters, live in a small house at the edge of town. Abe is 17 and a senior in high school. Abe got a job at the Super Market across town and needed some kind of transportation to get to and from work after school. The local Bike Shop agreed to sell him a three speed bicycle for $77.50 plus tax and to accept a down payment of $10 with weekly payments of $3.50. Interest was to be charged on the unpaid balance at the rate of 14%.

After three payments had been made, Abe's cousin told him about a used bike to be sold at a garage sale. It was in pretty good shape and could be bought for $12.50. The cousin was willing to loan Abe the money with which to buy the used bike. The cousin would not charge Age any interest on the loan.

Abe took the new bicycle back to the Bike Shop and demanded the return of the money already paid and the cancellation of the note he had signed for the unpaid balance. Abe claimed that because he was a minor, the Bike Shop owner could not hold him to the contract.

The Bike Shop owner claimed that Abe had used the bicycle for a month and that he had no use for a used bicycle. He demanded Abe

continue making his weekly payments until the full amount was paid.

IV. DISCUSSION:

1. How many think Abe can get his money back?

2. How many believe the shop owner will be able to hold Abe to the agreement? Why?

3. What are some of the reasons Abe should get his money back?

4. And, why should the shop owner prevail?

V. SOME "WHAT IF" QUESTIONS:

1. Does the amount of interest charged have anything to do with the enforceability of this contract?

2. What if the state had a usury law setting a maximum interest of 10% on all retail sales?

3. What if the bicycle was a ten speed?

4. Would it make any difference if Abe was from a wealthy family and he wanted the bicycle just for fun?

5. Would it make any difference if Abe was married?

6. Would it make any difference if Abe was a girl?

7. Would it make any difference if Abe was buying the bicycle to ride to school -

    a. because he just hated to ride a school bus?
    b. because there was no bus transportation available?

VI. TEACHER'S NOTES:

Obtain a copy of Chpater 743 of the revised Florida Statutes. (see pg 38+)

Note that Florida law now removes certain disabilities of a minor, such as:

Married minors
Home, farm and business loans
Educational purposes
Contracts to donate blood
Emergency medical care
Unwed pregnant minors

Note that Chapter 743 now establishes the age at which minors may enter into any and all legal contracts at 18.

Point out that a minor cannot exercise his right to avoid a contract if a third party is involved (in most instances).

Point out that a minor affirms a contract once he or she has reached the age of majority and makes a payment or continues to use the item.

Note that the affluency of the family does have a bearing on what items would be considered necessary.

Point out that even if a minor quits school and leaves home to work, he may find that he is not completely emancipated. That when he attempts to purchase something like an authomobile, he may have to go hunting for an adult co-signer.

SUGGESTED ACTIVITES*

*Have students research contract disputes in sports, entertainment, and labor. Discuss reasons for the disputes, court actions, and other specifics in each case. Discuss how these disputes can affect or be affected by the legal system.

*Use examples of sales contracts from local stores to illustrate one type of contract. Discuss obligations of parties involved by signing the contract, "fine print," and what could happen if there is a breach of contract. Use situations involving contracts to decide whether there has been a breach of contract.

*Explain the legal requirements of a contract, e.g., offer and acceptance, consideration, legal in nature, competent parties. Use transparencies of contracts, a variety of types of real contracts, and situations involving contracts to identify each of the legal aspects.

*William Davenport, Social Studies Specialist, Palm Beach County Schools, West Palm Beach, Florida.

# GULF CARD APPLICATION

GulfCard

PLEASE PRINT NOTE: THIS APPLICATION CANNOT BE PROCESSED UNLESS IT IS FULLY COMPLETED

**APPLICANT**

NAME—FIRST INITIAL LAST

PHONE NO AREA ( )

SPOUSE'S NAME IF PERMITTED TO BE ADDED (NOT FOR JOINT ACCOUNTS)

HOME ADDRESS NO STREET APT NO

PREVIOUS ADDRESS (IF AT PRESENT ADDRESS LESS THAN 2 YEARS) NO STREET APT NO

CITY STATE ZIP

YEARS AT ADDRESS

CITY STATE ZIP YEARS AT ADDRESS

AGE | NUMBER OF DEPENDENTS | ☐ OWN ☐ BUYING ☐ RENT | ☐ HOME ☐ MOBILE HOME ☐ APARTMENT ☐ LIVE WITH PARENTS | TYPE OF GULF ACCOUNT DESIRED ☐ INDIVIDUAL ☐ JOINT (FILL IN JOINT APPLICATION SECTION) | NUMBER OF CARDS DESIRED

**INCOME**

EMPLOYER'S NAME PHONE NO ADDRESS

JOB TITLE OR MILITARY RANK | EMPLOYEE OR BADGE NO | SALARY/PENSION PER MO. GROSS $ | FORMER EMPLOYER (IF ABOVE LESS THAN 2 YEARS OR IF RETIRED) | YEARS EMPLOYED

OTHER INCOME (SOURCE)* SEE BELOW | AMOUNT MONTHLY $ | FOR REFERENCE ONLY — ANY RELATIVE WITH A GULF ACCOUNT | YRS EMPLOYED & JOB TITLE

ACCOUNT NO (IF KNOWN) NAME

**CREDIT REFERENCES**

FIRM NAME | ADDRESS | ACCOUNT NO | FIRM NAME | ADDRESS

FIRM NAME | ADDRESS | ACCOUNT NO | FIRM NAME | ADDRESS

FIRM NAME | ADDRESS | ACCOUNT NO | FIRM NAME | ADDRESS

BANK NAME | ADDRESS | ☐ CHECKING # ☐ SAVINGS #

AUTO FINANCED BY | ADDRESS

**ASSETS (JOINTLY OWNED)**

MAKE OF AUTO(S), TRUCK(S), AIRCRAFT OR BOAT(S) | YEAR | AMOUNT OWING $ | ESTIMATED MONTHLY GULF PURCHASES $

NEAREST RELATIVE (NOT AT APPLICANT'S ADDRESS) NAME NO STREET CITY

**JOINT APPLICANT**

COMPLETE IF JOINT ACCOUNT DESIRED (OTHER NAME) | EMPLOYER'S NAME | ADDRESS

AGE | JOB TITLE OR MILITARY RANK | EMPLOYEE OR BADGE NO | SALARY/PENSION PER MO. GROSS $ | YEARS EMPLOYED | OTHER INCOME (SOURCE)* SEE BELOW | AMOUNT MONTHLY $

BEST COPY AVAILABLE

**NOTE:**
**From time to time Gulf utilizes its Credit Card list for solicitation of various merchandise, insurance and Gulf Auto Club Programs. If your application is approved and you prefer not to be on these mailing lists used only by the Gulf Oil Corporation and its subsidiaries, please check this box.**

☐ **Exclude my name from your mailing list.**

☐ **Please send me a Gulf Auto Club application.**

*DISCLOSURE OF ALIMONY, SEPARATE MAINTENANCE OR CHILD SUPPORT PAYMENTS IS OPTIONAL

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SEE ALL NOTICES ON REVERSE SIDE**

The undersigned requests that an account be opened and card(s) issued as indicated herein and renewed and replaced, and [illegible] receive and exchange information, and to investigate the references and other data collected pertaining to credit responsibility of the [illegible] AND PAYABLE UPON RECEIPT OF MONTHLY STATEMENT. Any past due balance will be subject to FINANCE CHARGE computed at the [illegible] periodic rate shown on monthly statements. If this application is accepted and one or more credit cards are issued, my acceptance and use [illegible] agreement to all the terms and conditions in the materials and information accompanying the card(s). It is understood that each party to a [illegible] joint account. **If joint account requested, both parties must sign below.**

SIGNATURE DATE IF JOINT ACCOUNT, OTHER SIGNATURE DATE

SP 12980 R4015 (Rev. 4-80)

37

45

46

BEST COPY AVAILABLE



# CHAPTER 743

## DISABILITY OF NONAGE OF MINORS REMOVED

743.01 Removal of disabilities of married minors.
743.04 Removal of disabilities of persons entitled to benefits under the "Home, Farm and Business Loans Act."
743.05 Removal of disabilities of minors; borrowing money for educational purposes.
743.06 Removal of disabilities of minors; donation of blood without parental consent.
743.064 Emergency medical care or treatment to minors without parental consent.
743.065 Unwed pregnant minor or minor mother; consent to medical services for minor or minor's child valid.
743.07 Rights, privileges, and obligations of persons 18 years of age or older.

**743.01 Removal of disabilities of married minors.**—The disability of nonage of a minor who is married or has been married or subsequently becomes married, including one whose marriage is dissolved, or who is widowed, or widowered, is removed. The minor may assume the management of his estate, contract and be contracted with, sue and be sued, and perform all acts that he could do if not a minor.

History.—ss. 1, 2, ch. 7364, 1917; RGS 3962, 3963; s. 1, ch. 9286, 1923; CGL 5881, 5882, 5663; s. 1, ch. 22750, 1945; s. 1, ch. 71-147; s. 1, ch. 73-300.

**743.04 Removal of disabilities of persons entitled to benefits under the "Home, Farm and Business Loans Act."**—A minor authorized to participate in the rights, privileges, and benefits conferred by chapter 37 of Title 38 U. S. C., "Home, Farm and Business Loans Act," is authorized to make and execute all contracts necessary for the full utilization of the rights, privileges, and benefits conferred under said chapter if the person is otherwise competent to make and execute contracts. The contracts so made shall have the same effect as though they were the contracts of persons who were not minors.

History.—s. 1, ch. 23873, 1947; s. 24, ch. 69-353; s. 2, ch. 71-147.

**743.05 Removal of disabilities of minors; borrowing money for educational purposes.**—For the purpose of borrowing money for their own higher educational expenses, the disability of nonage of minors is removed for all persons who have reached 16 years of age. Such minors are authorized to make and execute promissory notes, contracts, or other instruments necessary for the borrowing of money for this purpose. The promissory notes, contracts, or other instruments so made shall have the same effect as though they were the obligations of persons who were not minors. No such obligation shall be valid if the interest rate on it exceeds 7 percent a year.

History.—s. 1, ch. 59-268; s. 1, ch. 69-106; s. 2, ch. 71-147.

**743.06 Removal of disabilities of minors; donation of blood without parental consent.**—Any minor who has reached the age of 17 years may give consent to the donation, without compensation therefor, of his blood and to the penetration of tissue which is necessary to accomplish such donation. Such consent shall not be subject to disaffirmance because of minority, unless the parent or parents of such minor specifically object, in writing, to the donation or penetration of the skin.

History.—s. 1, ch. 70-430; s. 1, ch. 76-13.

**743.064 Emergency medical care or treatment to minors without parental consent.**—

(1) The absence of parental consent notwithstanding, a physician licensed under chapter 458 or an osteopathic physician licensed under chapter 459 may render emergency medical care or treatment to any minor who has been injured in an accident or who is suffering from an acute illness, disease, or condition if, within a reasonable degree of medical certainty, delay in initiation of emergency medical care or treatment would endanger the health of the minor, and provided such emergency medical care or treatment is administered in a hospital licensed by the state under chapter 395 or in a college health service.

(2) This section shall apply only when parental consent cannot be immediately obtained for one of the following reasons:

(a) The minor's condition has rendered him unable to reveal the identity of his parents, guardian, or legal custodian, and such information is unknown to any person who accompanied the minor to the hospital.

(b) The parents, guardian, or legal custodian cannot be immediately located by telephone at their place of residence or business.

(3) Notification shall be accomplished as soon as possible after the emergency medical care or treatment is administered. The hospital records shall reflect the reason such consent was not initially obtained and shall contain a statement by the attending physician that immediate emergency medical care or treatment was necessary for the patient's health. The hospital records shall be open for inspection by the person legally responsible for the minor.

(4) No physician, hospital, or college health service shall incur civil liability by reason of having rendered emergency medical care or treatment pursuant to this section, provided such treatment or care was rendered in accordance with acceptable standards of medical practice.

History.—s. 1, ch. 79-302.

**743.065 Unwed pregnant minor or minor mother; consent to medical services for minor or minor's child valid.**—

(1) An unwed pregnant minor may consent to the performance of medical or surgical care or services relating to her pregnancy by a hospital or clinic or by a physician licensed under chapter 458 or chapter 459, and such consent is valid and binding as if she had achieved her majority.

(2) An unwed minor mother may consent to the performance of medical or surgical care or services for her child by a hospital or clinic or by a physician

licensed under chapter 458 or chapter 459, and such consent is valid and binding as if she had achieved her majority.

(3) Nothing in this act shall affect the provisions of s. 390.001.

History.—s. 1, ch. 79-302.

**743.07 Rights, privileges, and obligations of persons 18 years of age or older.—**

(1) The disability of nonage is hereby removed for all persons in this state who are 18 years of age or older, and they shall enjoy and suffer the rights, privileges, and obligations of all persons 21 years of age or older except as otherwise excluded by the State Constitution immediately preceding the effective date of this section.

(2) This section shall not prohibit any court of competent jurisdiction from requiring support for a dependent person beyond the age of 18 years; and any crippled child as defined in chapter 391 shall receive benefits under the provisions of said chapter until age 21, the provisions of this section to the contrary notwithstanding.

(3) This section shall operate prospectively and not retrospectively, and shall not affect the rights and obligations existing prior to July 1, 1973.

History.—ss. 2, 3, ch. 73-21.
cf.—s. 1.01 Minor defined.

1. As a class project, have the students develop a collection of different types of contracts. Assist them in developing both a list of different contracts as well as the names of places where they can call and/or write for examples. Newspapers and magazines are good resources for this activity.

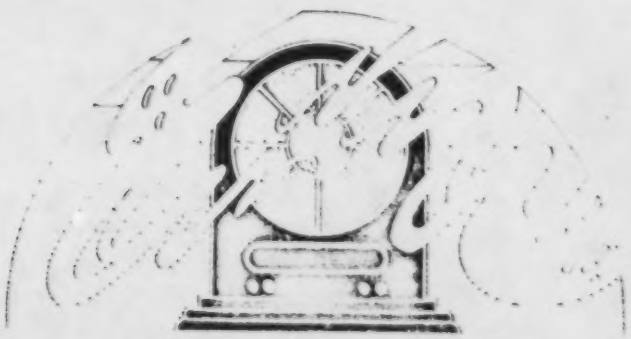
2. Read one or both of the following two stories to the class and ask students what the people in each of these stories should do:

Story 1

Mrs. Jones bought a used color TV. She signed a contract for it, left a deposit, and promised to pay the balance of the price upon delivery. The salesperson said the TV would be delivered in good condition the next day. The TV was delivered the next day, but it was not in good condition. Two of the knobs were missing. Mrs. Jones refused to pay the balance. She felt the dealer had broken the contract. What should Mrs. Jones do? How would you judge this case?

Story 2

Mr. Wood borrowed $1,000 from the Friendly Loan Company. One month he was ill, and paid nothing. Three days later, the company began to harass and threaten him. Calls were made to his employer, neighbors, co-workers, and friends, saying that Mr. Wood was not honest. He tried to explain his situation. It was no use. Finally he lost his job. What should Mr. Wood do? How would you judge this case?



WARRANTIES ON PURCHASED GOODS AND SERVICES.....

"But.....But it was guaranteed." How many times have you heard that, as a producted failed to perform and the company would not fix or replace it.

These lessons present expressed and implied warranties. A warranty is simply a promise about the quality and the performance of a product or service sold. Under Federal law a consumer has the right to know the expressed warranties on a product, in clear terms. The warranty will tell what a manufacturer will do if the product does not perform up to standards.

The manufacturer may limit his responsibility by adding disclaimers. He may offer a limited warranty, for the first 50,000 miles on a car's transmission. She may limit responsibility on a food blender to the first year of ownership.

Consumer Services
Toll-Free Hotline
1-800-342-2176

## July complaints

A total of 990 written complaints were received by the Division of Consumer Services during July 1981, with mail order still the leader at 11.4% of the total. Car repair problems came in second for the month at 7.3% and construction complaints were third at 4.6%.

According to Complaint Analyst Sue Williamson, mail order complaints have tapered slightly since the beginning of the year, reflecting a decrease in the Division's largest block of complaints to date against one company — 5,000 for delivery problems on "Doodle-Looms", which was later turned over for investigation by the Attorney General. But mail order still tops the lists as it has so frequently in the past ... and will most likely continue to do so as long as shopping by mail maintains its popularity.

Analyst Tim McCauley, who handles auto repair problems, feels we will see a decrease in that subject area as more Floridians — consumers and repair shops alike — utilize the Motor Vehicle Repair Act which took effect in January.

She may sell an item "as is, with no other warranties, expressed or implied." If this is clearly stated on the product or on a large sign in the store, the manufacturer and the store has no further responsibilities. They have DISCLAIMED responsibility and the consumer takes his/her chances!

There are implied warranties. If you go into a store and buy a screw driver. You may expect that it will work like a screw driver costing $1.67. If it doesn't, then an implied warranty has been broken. You have a claim against the store and the manufacturer. Implied warranties are of three types:

Warranty of Title: a promise that the seller owns what she is selling!

Warranty of Merchantability: a promise that the item is of a quality good enought for it to be sold and used.

Warranty of Fitness: a promise that the item is worthy to meet the used for which it was made and for which you have purchased it.

Consider:

A. Russ Landry goes into a store to buy a power saw. He tells the clerk that he is a skilled carpenter and needs a fine, heavy duty saw in his work. The clerk sells him a $35.46 model, which falls apart within a week. Russ takes the saw back, but the clerk says there was no expressed warranty on the saw. But Russ says there was no disclaimer either. Is there a warranty on this saw and should Russ get satisfaction?

B. Wayne Duncan goes into a store to buy a watch. He gets a nice one for $16.32 --slightly used. Later in the day the police come by to get the watch. It seems that it was solen. Wayne looses his watch. Does he have a claim on the store for violating a warranty? How so?

C. Glen Odham is selling off some furniture from his store. He puts up a big sign saying "AS IS, SALE PRICED, NO RETURNS, CASH ONLY." Sarah buys a chair for $9.00 and later sees a stain. She wants to return the chair, but Glen refuses. He says, "You bought it, dearest. It's your chair!" Does Sarah have a claim against Glen? Has he violated a warranty?

D. Richard Farmer buys a TV from Flight TV and Applicance Store in downtown Avon Park. A week later he cannot get a picture and it smokes when he plugs in this $99.00 color TV set. He takes it back to the store and wants his money back. The Store clerk refuses and directs his attention to a sign which says that repairs and adjustments are made at the factory in Butte, Montana. Richard is upset. Has a warranty been broken? How?

Study these automobile warranties, and say what they mean in your own words. Each is an expressed warranty or a disclaimer.

1. If this product proves defective in materials or workmanship after the 15 day free trial but within the warranty period, B & S will repair or replace it at no additional charge. This warranty does not apply if damaged by mishandling or abuse or if serviced by anyone other than the manufacturer's authorized technicians.

2. For 90 days from date of purchase, K & S Industries, Co., Inc., will replace any unit found to be defective in workmanship or parts for the purchaser. Except there is no warranty when motor damage is caused by allowing more than 4" of cutting line outside of line compartment during operation of the unit.

3. After 90 days the factory has the option to repair or replace any unit found defective. Units qualifying for adjustment during this period are sent to K & S Industries located at 808 Blue Mound Road, Fort Worth, Texas 76131.

4. For 12 months or 12,000 miles these items are covered: adjustments, radio, emissions and noise.

5. If the tire becomes unserviceable for a reason other than: road hazard, improper inflation, wheel misalignment, tire/wheel assembly imbalance, it will be replaced with an equivalent new tire.

Chat with your parents and bring in a warranty on an appliance or product which they recently purchased. Share its terms with the class. What are the DISCLAIMERS built into the warranty? What are the IMPLIED WARRANTIES for the product?

If an item does not live up to the expressed or the implied warranties, what could a consumer do? List the options on the board.

EVERY EXPRESSED WARRANTY SHOULD INCLUDE IN WRITING:

1. Exactly what is covered by the warranty.

2. Length of time the product is warranted.

3. By whom the product is warranted.

4. What parts, if any, are included under the warranty.

5. What types of service, if any are included.

6. Step-by-step information of what the consumer should do to get repair or replacement of the product under the warranty.

A WARRANTY AND ANY DISCLAIMERS MUST BE CLEARLY DISPLAYED ON THE PRODUCT.

Even the most open-eyed consumer occasionally purchases a product that is defective or in some way below the quality that he or she could reasonably expect. In these instances, the consumer has an obligation to complain. By complaining in an effective manner, the consumer makes it more difficult for the unethical or irresponsible retailer to do business. More positively, an effectively registered complaint helps the legitimate manufacturer and business better serve the individual consumer and the public-at-large. Legitimate operators want to know when and in what way their products have failed to please.

You should have no hesitancy in complaining when you have a justifiable basis for a complaint.

DO COMPLAIN WHEN: The deal was misrepresented to you in any manner, either verbally, by written contract, by guarantees, or by advertising.



DON'T COMPLAIN WHEN: The decision to purchase was unwise, carelessly planned, or if there was no misrepresentation and, upon second thought, you simply changed your mind about a transaction, or decided you didn't get as good a deal as you thought you were getting.

PROVING YOUR COMPLAINT: If you have a justifiable complaint, your chance of getting a satisfactory result depends partly upon your ability to prove your case. You must be prepared to relate all the important facts concerning the transaction. It will be helpful to you if you have available copies of all contracts, advertisements or other written agreements to prove who, when, what, where and how. You will need to make all of that information as clear as possible in your written complaint.



- Whenever you get a warranty, guarantee, or receipt with a product, be certain that you keep it in a place where you can find

- When you find that you want to complain about an unsatisfactory product, have clearly in mind the specific complaints you wish to make and make these complaints without delay.
- When you make a complaint in person, take the guarantee, warranty, or purchase receipt with you.
- If you are told by anyone that they do not have the authority to deal with your complaint, ask to speak to the highest person in authority who can handle your complaint. Don't allow yourself to be put off by buck-passing tactics.
- When you register a complaint by mail, give the brand name, model number, size, color, and other details useful for identifying the product. Include in your letter as specific an explanation of your complaint as you can formulate. Keep a copy of this letter and all correspondence that you receive and send after this. If you send the product by mail, be sure to insure it.
- If, after you complain, satisfactory adjustment has not been made, inform the retailer or manufacturer that you are going to take your complaint to your local consumer office, or to the Division of Consumer Services.

HOW TO SUBMIT A COMPLAINT: The Department of Agriculture and Consumer Services has been given statutory authority to serve as the statewide clearinghouse for consumer complaints. When writing to the Department's Division of Consumer Services include all pertinent facts necessary to explain your position. Be sure to include copies of any documents relating to the transaction. A complaints analyst normally will transmit your complaint to the firm and ask for its version of the matter. If the complaint is justifiable, we find that the large majority of firms make prompt adjustments.

Because individual complaints are submitted to our office we are better able to determine whether the possibility exists that unfair and deceptive business practices are being used by a firm. If a pattern of such provable illegal business conduct is established, a lawsuit may be filed on behalf of all of the people of the state. However, in individual cases involving disputes of fact, we do not have the authority to force judgements. Although we are prohibited from acting as your private attorney, we may be able to indicate other available remedies.

Even though the Division of Consumer Services may not be able to help every complainant, we rely on the information supplied to us by those complaints. Each complaint remains a part of our permanent files and may help us later in establishing that a pattern of unlawful business conduct does exist.

For more information or to file a consumer complaint, contact:

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building
Tallahassee, Florida 32304

Toll-Free 1-800-342-2176

Jane Robinson
Director, Consumer Services

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BUYING ON TIME.....AND MANAGING MONEY

"Doing time" is an expression of prisoners. In a sense, consumers who buy goods and services on credit are also doing time. To get the use of the goods or services, they must spend a portion of their future income and pay interest charges.

When a person buys something on time, he or she agree to pay for the item over a set period of time and to pay interest charges. The bank, finance company, or store agree to lend the consumer the money to make the purchase.

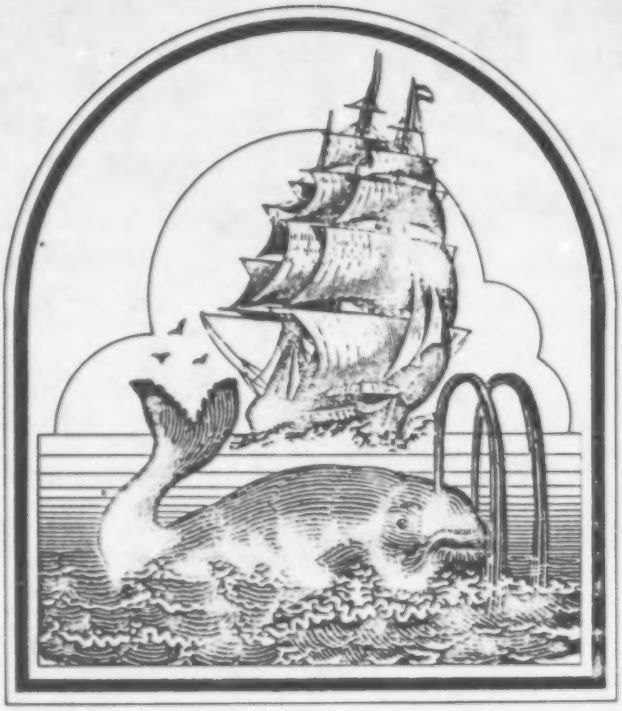
If the consumer does not pay --does not make his or her payments, the store, bank, or finance company may REPOSSESS the item.

Sally and Bill, a young married couple, bought a new flashy car for $10,000. They put $1,000 down. They borrowed $9,000. After a year, they still owe $6,000, when Bill becomes ill and looses his job. They miss payments and the Ajax Finance Company repossesses the car. The company sells the car for $5,000. It claims that Sally and Bill still owe the company $1,000. Is that fair?

---*---

The Ajax Finance Company now wants to place a line on the non-essential property of Sally and Bill to recover their $1,000.00. Can the company do that?

---*---



## Collection Activities and Garnishment

When you are paying for a product or service over time and get behind on your payments, remember that the law in Florida protects you and your family from harassment. If a collection agency or **any** person harasses you, you may take legal action against them. If they are found to have violated the law, you could recover a minimum of $500, obtain a court order prohibiting them from calling you, or both. You could, of course, report any harassment by an agency to the Division of General Regulation of the Department of Business Regulation, the Division of Consumer Services of the Department of Agricultural and Consumer Services, or to the Consumer Protection Agency nearest you. Some of the practices prohibited by the law are the use of threat of force or violence, use of profane, obscene, vulgar or wilfully abusive language, or the mailing of communications in envelopes with printing or writing calculated to embarrass the debtor.

Garnishment is a remedy available to a creditor whereby a person's property, money or credits are applied to payment of the debtor's obligation. For instance, if you owe $100 to a creditor and the creditor garnishes your wages, the creditor would be entitled to receive $100 to be deducted from your paycheck. Florida law, however, protects the wages of the head of the family from garnishment proceedings. Therefore, in Florida the salary of the head of the family cannot be garnished, regardless of its size; except under some limited circumstances, i.e., in money owed for alimony and child support. The head of a family also is entitled to an exemption of $1000 worth of personal property. If he owns more than $1000 worth, he can choose which property to claim as exempt. Unemployment compensation benefits, Social Security benefits and Veterans Administration benefits are all exempt from garnishment as well.

One final word of advice: Florida does not have a "debtor's prison." Therefore, if you are sued for money you owe, you will not have to go to jail. Only a written judgment will be entered against you ordering you to pay.

I. General Objective:

To help 8th grade students set up a plan for management of income based on needs and wants.

To help students utilize all available resources to make wise choices (credit vs. cash) and be aware of the variety of available goods and services.

II. Initiating Questions (Warm-up)

1. What do you want your money to buy for you?

2. How much money did you spend this year and what do you have to show for it?

3. How much money do you make?

4. If you don't have a job but are looking for one, what do you expect to make?

ACTIVITY:

Next, either have students look for part-time work by going around town. Have them also select an income that owuld be somewhere in the range of what some of the students would make. At this point they can begin to select items that would be what they would consider NEED or WANT. It would be a good time to compare everyone's needs and wants and see how much they differ. Encourage some students to make purchases on credit. Have some copies of credit forms or have them use charge cards.

III. Main Case:

Select 2 different students (hopefully one has over-extended himself). Check each one's income by making a chart showing expenses (like a budget chart). After looking over each one, it's time to have both students run into difficulty - lost hour due to illness - hours cut back per week - lost job, etc.

IV. Comprehensive Questions:

How much could you buy with your income?

How long did you save for any item?

How many credit purchases did you make? (at what interest rate - what would the total cost of the item be including interest?)

V. Problems:

Have students make adjustments when they:

1. Lost job

2. Illness - out of work 2 days

3. Hours lost on job - cut back

* Credit companies now want their payments. You have no money coming in so what options are available?

Begin to look at the rate of money management systems available to help. Have some students inquire at the banks as to what help and instruction they can give.

Have students also make up a type of mini-budget to help them see how fast money goes - particularly since they have already gotten themselves into it. Now they must find another job to pay off past debts.

Begin to compare interest rates from credit card companies as to the banks. (Consolidate all debts)

DAILY PLAN

How to obtain and use credit

PERFORMANCE OBJECTIVES:

1. The students will be able to know who to obtain the necessary information useful in obtianing credit.

2. The students will be able to know if he/she can afford credit on a particular budget.

3. The students will be able to state the consequences of bad credit and to know when credit should be used.

Day 1

Set Everybody should know about credit and how it affects our de-decisions in whether we buy somebody, including ourselves, a so called "necessary" item. Sometimes things seem so easy to buy it that we rip out the "ole" plastic money and not know how we will pay for it. We will discuss these and many other related topics.

Materials needed:

Guest speaker from Barnett Bank who will tell you how to obtain credit. He will tell the procedures involved and what such items as:

Co-sign
Interest
Callateral

and other items mean.

Time - unlimited.

Part II of Class - Responsibility of Credit

The speaker will cover what happens when some people cannot cover their payment and what actions are taken. Tell particular stories of how items are recovered by such measures as repossession and small claims court.

Part III - This part of the class will be devoted to a question and answer time.

Day II

OBJECTIVE: to figure if you can afford an object on credit.

Set Sometime we buy things on credit because it seems so easy to "charge it." This day will be devoted to various means of obtaining something.

Can you afford it?

You are making $1,100 a month. Seems a lot but let us see if the Jones' can afford what they need. They want to buy a new Toyota Corolla at $7,200. Can they afford it on their salary? The payments will be $200 a month.

| | |
|---|---|
| $1,100 | Base |
| 100 | Groceries |
| 200 | Gasoline |
| 100 | Utilities |
| 400 | House payment |
| $ 800 | Total |

Can they afford it? You say yes and when the payment comes due they will have $100 left in the kitty. But if you notice that all money except $11 is tied up in bills, what would happen in an emergency? What about that unexpected bill that comes up? The Jones' must think about this one.

Explanation: This type of exercises will show to the prospective buyer that sometimes we must think long and hard over a credit purchase. We must understand that everyghing cannot be bought and think on how to pay for it later. We must give some thought on alternatives. Alternatives are: lay-away, pay for the item a little at a time; or maybe just do not buy it if you don't need it.

# Contracts and Credit Buying

Almost all major and even routine purchases that you make as a consumer involve the making of a contract between you (the buyer) and a merchant (the seller). If you have ever bought a car, hired a workman to do repair work for you or purchased a pair of shoes using a credit card, you have entered into a contractual situation.

Contracts most often come into the picture for consumers when credit is extended for purchase of an item or service and payment is delayed or spread out over a period of time. This arrangement is commonly known as "buying on time" or "buying on credit." In effect, the store dealer or company that you are buying from extends you a loan in the amount needed to purchase the item or service that you want to buy. You in turn, agree to pay back that money, plus a finance charge of some kind.

***NOTE: Credit card buyers who pay for their goods or services within 30 days of their purchase date avoid finance charges on those items.***

Whenever you buy on time, make sure that you know how much your total cost will be. Know how long you will have to make payments and be sure that you can meet them.

Following is a glossary of credit buying terms with which you should be familiar:

**Cash Price:** This tells you what an item or service would cost if you paid for it completely in cash at the time you bought it.

**Finance Charge:** (also carrying charge or price-differential) This is the price you have to pay for the privilege of paying over a period of time in installments. It is added to the cash price.

**Deferred Payment Price:** This is the total amount that you will pay for the item or service over the term of the installment period. (Cash price plus finance charge equals deferred payment price.)

**Annual Percentage Rate:** This is the rate of interest which you must pay for the privilege of buying on credit. It is determined by multiplying any monthly interest rate by twelve. (The monthly rate can be discovered by dividing the finance charge by the number of monthly installments to be made.)

If you have a department store, bank or oil company credit card, you normally are required to pay a monthly finance charge based on the unpaid balance of your account. In Florida you may be charged a maximum monthly finance charge of 1½% of your unpaid balance. This means you will pay in a year $18 for each $100 you owe. Since interest rates vary, be sure to shop around. It is to your advantage to choose the lender who will charge you the lowest annual percentage rate.

The **Federal Truth-In-Lending Act** requires persons and businesses who extend credit to tell consumers what the credit will cost in the long run. When you buy on credit, you **must** be told the **finance charge** and the **annual percentage rate of interest** on the purchase you wish to make. Lenders who fail to make disclosures may be sued by their customers for twice the amount of the finance charge — from a minimum of $100 to a maximum of $1,000 — plus court costs and attorney's fees. And if lenders willfully or knowingly disobey the law and are convicted, they could be fined up to $5,000 or be imprisoned for one year or both.

When shopping around for credit, remember the following tips:

—the most important items to look for are the finance charge and the annual percentage rate;

—you will save money if you choose the lender who charges you the lowest annual percentage rate; and

—credit unions are limited in the amount of interest they may charge and their rates are usually low; by comparison, small loan companies usually charge extremely high rates.



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Two credit card applications are printed on this page and the one following. Try filling them out. Define the important terms as you go. Your teacher and your dictionarey will help!

# American Express® Card Application

PLEASE PRINT CLEARLY

**YOUR PERSONAL DATA**

First, Middle, Last Name — Title (optional) ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.

Date of Birth — Soc. Sec. Number

**YOUR HOME ADDRESS—PERSONAL REFERENCE**

Street Address

City, State and Zip Code

Home Phone (Area Code) — Years There — Own Home ☐ Rent ☐

Previous Home Address — Years There

City, State and Zip Code

Nearest Relative or Friend Not Living With You

Street Address

City, State and Zip Code

**YOUR JOB**

Employer or Firm Name

Nature of Business

Position — Years There

Street Address

City, State and Zip Code

Business Phone (Area Code) — Self-Employed ☐

If Employed By Above Less Than 3 Years Previous Employer or College/University — Years with Firm or Graduation Date

Street Address

City, State and Zip Code

**YOUR INCOME**

Your Annual Earnings

If there are other sources of income you would like us to consider, please list the income source and person (Banker, Broker, Employer, etc.) to whom we can write for confirmation. (Alimony, separate maintenance or child support need not be revealed if you do not wish to rely on it.)

Amount — Source

Name

Address

City, State and Zip Code

**BANK ACCOUNTS—CREDIT REFERENCES**

Bank (Corporate Accounts Show Corporate Banks)

Bank Address (Street, City, State)

Type of Account ☐ Checking ☐ Savings ☐ Other — Account Number

Bank (Corporate Accounts Show Corporate Banks)

Bank Address (Street, City, State)

Type of Account ☐ Checking ☐ Savings ☐ Other — Account Number

Bank (Corporate Accounts Show Corporate Banks)

Bank Address (Street, City, State)

Type of Account ☐ Checking ☐ Savings ☐ Other — Account Number

Credit Card — Account Number

Credit Card — Account Number

Credit Card — Account Number

**TYPE OF ACCOUNT WANTED**

☐ Personal Account ☐ Corporate Account

Bill to ☐ Home ☐ Office

Billing Address

City, State and Zip Code

**AMERICAN EXPRESS CARDMEMBER EXPERIENCE**

☐ Present ☐ Former ☐ None — Account Number

**ADDITIONAL CARDS**

For only $20 per card a year (in addition to your Basic membership fee), you can obtain additional American Express Cards for qualified members of your household or your dependents. They must be a least 18 years of age. Each agrees, by signing below, to the exchange of credit information about them, and to the same agreement printed above the applicant's signature (all charges made on additional cards will appear on the Basic Card's monthly statement).

First, Middle, Last Name

Social Security Number

Signature of Additional Applicant

Home Address

**Print in the boxes below how you would like your name to appear on the Card. Spell last name completely. Full name must not exceed 20 spaces.**

**AN APPLICANT, IF MARRIED, MAY APPLY FOR A SEPARATE ACCOUNT.**

By signing below, I ask that an account be opened for me and Card(s) issued as I request, and that you renew and replace them until I cancel. I understand that you may verify and exchange information on me and any additional applicants. I will be bound by the Agreement received with each Card, unless I cut the Card in half and return both halves to you. If this is a personal account, I agree, or if this is a corporate account, both I and the company agree, to be liable for all charges to the basic and additional Cards issued on my request. In addition each additional Cardmember will be bound by the Agreement received with the Card and be liable for all charges to that Card.

**Complete only if applying for Corporate Account.** No. of years in business

X

Signature of Applicant — Date

X

Signature & Title of Authorizing Corporate Officer, Partner or Owner Required

**Do not enclose $35 annual fee, or additional fee ($20 for each additional Personal Card, $35 for each Corporate Card). We will bill you later.**

FOR FASTER PROCESSING PLEASE FILL OUT COMPLETELY AND BE SURE TO SIGN THIS APPLICATION

BEST COPY AVAILABLE

**INFORMATION IN THIS SECTION PERTAINS ONLY TO APPLICANT** — **BANK USE ONLY**

| Last Name | First Name | Initial | CS | No. 1 2 3 4 |
|---|---|---|---|---|
| Street Address | | | | |
| City & State | | Zip Code | TYPE A E C I J | APRV. BY |
| Mailing Address (if different from Street Address) | City State | Zip Code | | |
| Previous Address: | City State | Zip Code | LOC. | DATE |
| Yrs. at Previous Address / Birth Month/Date/Year / Area Code / Home Phone / # of Dependents (inc. self) | | # Cards Requested | | |
| Yrs. at Present Address / ☐ Rent ☐ Own / Landlord or Mortgage Holder | | Mo Rental or Paymt $ | C.L. | AGENT BANK # |
| Social Security Number / Checking Account # / Bank | | | | Balance $ |
| Savings Account # / Bank | Balance $ | Loan # / Bank | | Balance $ |
| Present Employer / # of Years / Position or Occupation | | | Monthly Salary $ | |
| Employer's Address | | | Area Code | Business Phone |
| Other Income — You do not have to list income from Alimony, Child Support, or Maintenance unless you want us to consider it for purposes of opening this account. / Other Income $ ☐ Wk ☐ Mo ☐ Yr | | Source of Other Income (if Alimony, Child Support, or Maintenance, complete Part 2 | | |
| Previous Employment / Address | | | | # of Years |
| Nearest Relative Not Living With You / Relationship / Phone # / Address / City / State | | | | |

**LIST YOUR CREDIT REFERENCES AND ALL OBLIGATIONS OWING**

| Credit Card With ☐ Visa # ☐ Master Charge # Issuing Bank | Do you pay Alimony, Child Support, or Maintenance payments? ☐ Yes ☐ No | If yes $ paid ☐ Wk ☐ Mo |
|---|---|---|

| Auto Financed By / Make-Year | Account # | Balance Owing $ | Monthly Payment $ |
|---|---|---|---|
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |

**APPLICANTS SIGNATURE REQUIRED BELOW**

**INFORMATION APPLICABLE TO SPOUSE FORMER SPOUSE OR CO-APPLICANT**

Complete Part 2 with information concerning spouse, former spouse or co-applicant if any of the below listed conditions are met:

**PART 2** CHECK AS APPROPRIATE
☐ A. Your spouse or other co-applicant will be permitted to use this account and be contractually liable for the account, or
☐ B. You are relying on your spouse's income as basis for repayment of this account, or
☐ C. You are relying on Alimony, Child support, or Maintenance payments (if other income as indicated above) from your spouse or former spouse as a basis for repayment of this account.

| Last Name / First Name | Initial | Area Code | Home Phone | Social Security Number |
|---|---|---|---|---|
| Street Address / City / State / Zip Code | | | | # of Dependents (inc. Self) |
| Mailing Address (if different from Street Address) / City / State / Zip Code | | | | Birth Month/Date/Year |
| Previous Address / City / State / Zip Code | | | | Years at Previous Address |
| Yrs. at Present Address / ☐ Rent ☐ Own / Landlord or Mortgage Holder | | Mo. Rental or Paymt $ / Check Account # / Bank | | |
| Savings Account # / Bank | | Loan # / Bank | | |
| Present Employer / # of Yrs. / Position or Occupation | | | Monthly Salary | |
| Employer's Address | | | Area Code | Business Phone |
| Previous Employment / Address | | | | # of Years |
| Nearest Relative Not Living With You / Relationship / Phone # / Address / City / State | | | | |

**LIST YOUR CREDIT REFERENCES AND ALL OBLIGATIONS OWING**

| Credit Card With ☐ Visa # ☐ Master Charge # | Do you pay Alimony, Child Support, or Maintenance payments? ☐ Yes ☐ No | If yes $ paid ☐ Wk ☐ Mo |
|---|---|---|

| Auto Financed By / Make-Year | Account # | Balance Owing $ | Monthly Payment $ |
|---|---|---|---|
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |
| Dept. Store / Address | Account # | Balance Owing $ | Monthly Payment $ |

SIGNATURES

The above statements are submitted for the purpose of obtaining credit and are certified to be true, complete and correct. Applicant(s) expressly authorizes you to make inquiries of others concerning the foregoing information and to provide information arising out of applicant transactions with you to others. Any person or entity named herein is expressly authorized to furnish you with information in connection with this Application. Applicant(s) have read and agree to all the terms and conditions of the Cardholder Agreement set forth on reverse side and each applicant shall be liable, jointly and severally, for all authorized extensions of credit or charges with this account.

Signature of Applicant | Date | Signature of Spouse or Other Co-Applicant | Date

Applicants Sign Above

62

52

This is a MasterCharge credit card application.

For a more demanding application, go to a local bank and get: 1) a credit application, 2) a sample note form, and 3) a security agreement (colateral) form. Study them with your teacher to see how demanding credit is. Learn the important terms and the interest and loan charges.

WRITE TO THE NEWSPAPER EDITOR

CALL YOUR LAWYER

GET THE LEGISLATURE TO
PASS A NEW LAW

GO TO SMALL CLAIMS COURT
REFUSE TO SHOP THERE AGAIN

THREATEN A LAW SUIT

DO NOTHING

SHOPLIFE IN THE STORE

WRITE THE PRESIDENT

DO SOMETHING ELSE

CALL THE CLERK IN THE
MIDDLE OF THE NIGHT

WRITE THE MANUFACTURER

REFUSE TO VOTE FOR THE
PRESENT GOVERNOR

CALL OR WRITE THE STORE

CALL YOUR MOTHER

THREATEN THE CLERK WITH A
FIST

SHOUT AT THE STORE OWNER

CALL THE CHAMBER OF COMMERCE

TELL YOUR FRIENDS

WRITE TO THE FEDERAL TRADE COMMISSION

CALL JANE ROBINSON, FLORIDA DIVISION
OF CONSUMER SERVICES IN TALLAHASSEE

GETTING THEIR ATTENTION.....SMALL CLAIMS COURT

Melvin purchased a bike for $80.00 from Duncan's Bike Shop. Two weeks later he was angry. The sprocket on the back wheel was badly worn, since it had not been greased at the factory. Melvin stormed into the Shop and told Mr. Duncan off.

Mr. Duncan got angry, too, and refused to correct the problem. What is happening here? What did Consumer Melvin do what was an error?

---*---

List the things which Consumer Melvin could have done to get satisfaction --the bike fixed or replaced.

---*---

Write a letter of complaint. Make certain that your letter contains the following:

1. your full name, address, and telephone number.
2. the name and address of the company that sold you the produce or service.
3. the facts of your situation--what is wrong, what did you expect, what warranties do you have.
4. how much you paid for the product or service.
5. what you want the store or company to do for you now.
6. copies of receipts and warranties to back up your story.
7. be sure to keep a copy of your letter.

Even the most open-eyed consumer occasionally purchases a product that is defective or in some way below the quality that he or she could reasonably expect. In these instances, the consumer has an obligation to complain. By complaining in an effective manner, the consumer makes it more difficult for the unethical or irresponsible retailer to do business. More positively, an effectively registered complaint helps the legitimate manufacturer and business better serve the individual consumer and the public-at-large. Legitimate operators want to know when and in what way their products have failed to please.

You should have no hesitancy in complaining when you have a justifiable basis for a complaint.

DO COMPLAIN WHEN: The deal was misrepresented to you in any manner, either verbally, by written contract, by guarantees, or by advertising.

DON'T COMPLAIN WHEN: The decision to purchase was unwise, carelessly planned, or if there was no misrepresentation and, upon second thought, you simply changed your mind about a transaction, or decided you didn't get as good a deal as you thought you were getting.

PROVING YOUR COMPLAINT: If you have a justifiable complaint, your chance of getting a satisfactory result depends partly upon your ability to prove your case. You must be prepared to relate all the important facts concerning the transaction. It will be helpful to you if you have available copies of all contracts, advertisements or other written agreements to prove who, when, what, where and how. You will need to make all of that information as clear as possible in your written complaint.

- Whenever you get a warranty, guarantee, or receipt with a product, be certain that you keep it in a place where you can find





- When you find that you want to complain about an unsatisfactory product, have clearly in mind the specific complaints you wish to make and make these complaints without delay.
- When you make a complaint in person, take the guarantee, warranty, or purchase receipt with you.
- If you are told by anyone that they do not have the authority to deal with your complaint, ask to speak to the highest person in authority who can handle your complaint. Don't allow yourself to be put off by buck-passing tactics.
- When you register a complaint by mail, give the brand name, model number, size, color, and other details useful for identifying the product. Include in your letter as specific an explanation of your complaint as you can formulate. Keep a copy of this letter and all correspondence that you receive and send after this. If you send the product by mail, be sure to insure it.
- If, after you complain, satisfactory adjustment has not been made, inform the retailer or manufacturer that you are going to take your complaint to your local consumer office, or to the Division of Consumer Services.

HOW TO SUBMIT A COMPLAINT: The Department of Agriculture and Consumer Services has been given statutory authority to serve as the statewide clearinghouse for consumer complaints. When writing to the Department's Division of Consumer Services include all pertinent facts necessary to explain your position. Be sure to include copies of any documents relating to the transaction. A complaints analyst normally will transmit your complaint to the firm and ask for its version of the matter. If the complaint is justifiable, we find that the large majority of firms make prompt adjustments.

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For more information or to file a consumer complaint, contact:

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building
Tallahassee, Florida 32304

Toll-Free 1-800-342-2176

Jane Robinson
Director, Consumer Services

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## SMALL CLAIMS COURT

I. General Objectives:

To help students recognize small consumer problems that constitute "small claims."

To provide students with a functional knowledge of the medium by which they might resolve their consumer problems.

II. Initiating Questions:

1. What is a small claim?

2. What might be some examples of problems within this category?

3. Where do you find the small claims court in Highlands County? Do you have to have a lawyer?

4. Who decides the outcome in small claims - the judge or jury?

III. Situation:

The Jackson's checked into an expensive Washington Hotel. Coming from a small, rural community in Central Florida, they were quite trusting of the Hotel Security. Leaving early the next morning to do some sightseeing, Mr. Jackson left his watch on the dresser, and Mrs. Jackson had left about $50 in cash in the lining of her suitcase. When they returned, both items were missing. Hotel Security and local police were notified. The Hotel Engineer testified that the balcony door did not lock properly.

The Hotel Manager reacted negatively and referred the Jackson's to the posted notice of Hotel liability. Consequently, the Jackson's chose to take their case to the small claims court. The complaint is filed with the clerk, who sets the preliminary hearing for one month later.

Having returned to Florida, the Jackson's found it inconvenient a month later to return to Washington. They wrote the Court, asking for a postponement, but the request was denied. The judge dismissed the case with prejudice.

IV. Comprehension Questions:

1. What was the value of the items the Jackson's loss?

2. Who did the Jackson's notify of the loss?

3. Was due process followed?

4. Where was the complaint filed?

5. What was the final decision?

V. Probing Questions:

1. What is the function of a small claims court?

2. How are cases classified?

3. Was the hotel liable for the loss?

4. Who were the witnesses? What was the impact of their testimony?

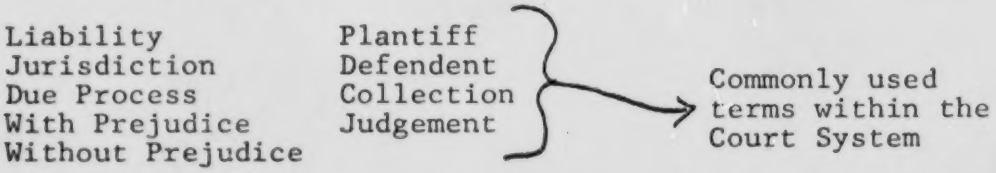
5. Could this case have been filed elsewhere?

6. What does a decision with, or without prejudice mean?

7. What if the Jackson's had obtianed a written statement from the Engineer?

8. What if there had been evidence that the theft had been by a hotel employee?

VI. Vocabulary Terms:




A. Look for examples in the local newspaper that may be examples of other small claims.

B. Site examples of consumer loss here at school that could wind up in small claims court, i.e., Johnny intentionally broke Glen's glasses. Frank broke Bruce's jaw in the hall fight, but refuses to pay his doctor's bill.

## WHAT IS SMALL CLAIMS COURT?

. . . You buy a television that breaks down in a couple of days after the purchase and the store won't refund your money.

. . . You move from your apartment and your landlord won't return your security deposit or give you a reason why.

. . . You have your roof repaired and three days later when it rains your livingroom is underwater.

All are common consumer complaints. And, they are very frustrating to consumers who don't know how to get their money back. Fortunately, Florida law provides a method for consumers to solve such problems.

In each case you can go to the Small Claims Division of the county court, and, if you can prove your side of the dispute, the court may be able to help you get your money.

The law does not require you to have a lawyer to use the Small Claims Summary Division of the county court, if you are suing for an amount of $1,500 or less. However, you should check with the clerk of the County Court since local judges may set different procedures. If you sue someone for an amount between $1,500 and $2,500 you can still use the county court civil division but the procedures will be different and it might be wise to have a lawyer. Don't be hesitant about using a lawyer, for in many cases you may ask the court to include attorney's fees in the amount of the judgment. If you do not know a lawyer you may contact your local Legal Aid service for help. Or, call the Florida Bar's free lawyer referral service at the toll-free number (800) 342-8011.

## WHO MAY SUE

You may sue in the Small Claims (Summary) Division of the County Court if you:

- are 18 years of age of older
- are under 18 but your parent or guardian files for you.
- think you have a VALID LEGAL CLAIM against any person or company in the State of Florida who owes you money or property.

The Small Claims Court does not deal with:

- alimony
- mortgages
- traffic fines





## WHERE TO FILE A CLAIM

You may file suit in the Small Claims Division of the County Court in:

- the county where the person you are suing lives.
- the county where the cause of the suit occurred.
- the county where the property involved is located.

## BEFORE FILING A CLAIM

- Try all other possibilities for seeking satisfaction.
- Have some type of evidence (written contract, sales slip, etc.) to prove your case in court.
- Be sure to have the correct legal name and address of the person or business you are filing a claim against (the telephone directory and city directory can be helpful).
- If you are suing a corporation you must sue individuals within the corporation. You can obtain a list of its officers by writing to the Florida Secretary of State, Division of Corporations, the Capitol, Tallahassee, Florida 32301.

## FILING A STATEMENT OF CLAIM

- Forms are usually available from the County Clerk's Office. (In some counties forms are not provided.)
- The claim will tell the person you are suing the reason you are suing and the amount of the suit.
- If the claim is based on a document, a copy should be attached and 3 copies of the claim should be given to the Clerk's Office.

The claim will also contain:

- the names and addresses of yourself and the person you are suing.
- the name and address of your attorney (if you have one).

## FILING FEES

When you file a statement of claim you must pay certain fees. Listed below are the *minimum* fees that must be paid. In some counties the fees may be higher; check with the County Clerk where you file your claim to determine the amount of fees.

- $6.00 if the claim is less than $100
- $15.00 if the claim is $100 – $999.99
- $20.00 if the claim is $1,000 – $1,500
- $20.00 for civil court $1,500 – $2,500
- $25.00 for a landlord to evict a tenant.

Court costs, including the filing fee, are charged to the losing party.

## SERVICE OF PROCESS

A copy of the statement of claim must be delivered to the person you are suing by:

- Registered or Certified mail (restricted delivery only)
- or the sheriff, upon payment of a fee (usually $12.00).

## THE PRETRIAL HEARING

Before your case comes to trial, you may have to appear at a pretrial hearing. At this hearing:

- The judge will discuss the dispute with you and the person you are suing.
- An attempt will be made to settle the dispute without a formal trial.
- If a trial is needed, the judge will discuss the matter of witnesses and evidence that will be needed by you and the person you are suing at the trial.
- If you fail to show up at this hearing, the judge can dismiss the case.
- If the person you are suing does not come to the hearing, you may be awarded a judgment (win the case) by default.

## THE TRIAL

- You must appear at the date set by the clerk with your evidence, witnesses, and other proof.
- If you need a witness who will not appear, you may request the clerk to prepare a witness subpoena.
- The subpoena will be delivered by the sheriff upon payment of a fee. You must also pay a witness mileage allowance and a witness fee. The clerk will inform you of the amounts.
- The judge will listen to both sides of the story, go through all evidence and witnesses, and decide who wins.
- If you win, the clerk will send you a final judgment. The judge may allow the person you are suing to pay you a small amount of money each month. As long as the payments are made, you do not need to take any further action.

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# Consumer Remedies

When something goes wrong with a product you have bought, or if the repair job that you contracted for was poorly done (whether it be on a car, house or whatever), you can seek satisfaction in a number of ways short of entangling yourself in a lawsuit. A thoughtfully prepared complaint, made either in person or in writing can be an extremely effective way of resolving a consumer problem — especially when the complaint is made to the proper authority. Many problems can be handled successfully through the use of this method. The use of laws that give consumers the ability to cancel, on their own, certain types of sales contracts is another remedy you have at your disposal. The small claims court also is available to consumers who believe that they have been treated unfairly but the amount in controversy must be less than $1,500.

### *Complaints*

Complaints are most effective when they are accompained by receipts and other documentation that help explain your case. If you are contacting the store or business by mail, send your complaint letter by registered mail and keep a copy for your records. Never send originals of any receipt, contract or documentation — make copies. If you are making your complaint in person, try to remain calm, but be firm and make sure that what you are told makes sense to you.

When a direct complaint to a store or business does not satisfactorily resolve your problem, contact the Better Business Bureau or the Consumer Protection Office in your community.

### *Cancelling Contracts*

As mentioned before (see "Door-to-Door Sales"), certain types of **home** solicitation sales and service contracts can be cancelled under provisions of Florida law. You have until midnight of the third business day after the date of the original transaction to cancel these contracts in writing. The law, however, only covers contracts if the amount involved is over $25.

You may also cancel any contract in which your house was put up as collateral or security for the contract. As in the home solicitation (or door-to-door) contracts, you have **three days** from the date the contract was entered into to cancel the contract. This cancellation (or rescission) also must be in writing and sent to the store, business or individual with which you dealt.

### *Small Claims Court*

Florida consumers who have not received satisfactory responses to their inquiries and complaints about defective products and poor service may wish to seek relief through a small claims court when the dispute involves $1,500 or less. The small claims court — a division of the county court — is a real boon to the consumer because: (1) the court costs are minimal; (2) the procedure is informal; and (3) you do not need an attorney to represent you (though you or your opposing party may have one).

Before you decide to use the small claims court (or any court, for that matter), make certain that there is no other way of settling your dispute, short of bringing suit. You may save yourself a lot of time and effort — and potential difficulties in litigation — if you can solve your grievance satisfactorily out of court. But, if all other avenues have been unsuccesful in resolving your differences — and you meet the $1,500 or less suit limitation — by all means take advantage of the small claims court.

To file a suit, go to the County Court Clerk in the county where the person or company you are suing resides or is located, where your cause of action accrued (for example, where the product malfunctioned or repair was badly done) or where the property involved in the litigation is located. The clerk will assist you with filling out a fairly simple filing form if you need the help. The clerk also will answer any questions that you may have about court procedures or the form. However, it is not the clerk's duty to help you determine the amount for which you are going to sue.

To fill out the form you (the plaintiff) will need to know the exact name and address of the person or business whom you are suing (the defendant). You also must pay a filing fee and the costs of mailing the summons by registered mail.

Here are some important points to remember when preparing your lawsuit:

1. Organize relevant materials (bills, receipts, letters, etc.) so that at the hearing you can make a complete and orderly presentation of your case.

2. Think over and make some notes on what you want to say so that you can make a full but brief statement of the facts in your case.

3. Determine what witnesses, if any, you want to have testify for you at the trial. Witnesses may be subpoenaed (compelled) if they are reluctant to appear voluntarily and if they are important to the case. The court has witness subpoena forms. They must be issued, served by someone not interested in the suit, and an affidavit must be filed showing they were served. You also must pay the witness a travel fee (set by statute) or he will not have to appear.

4. Check with the court before the hearing to find out whether the defendant has been served successfully with the summons. If no successful service has been made, the clerk can advise you of your options. (When this happens, you may want to change the date of your hearing.) You may seek one continuance — or postponement — of the hearing date for this or a similar good reason.

Before your hearing date is set, the judge will notify you of a pre-trial conference. This is a meeting in which the court tries to mediate a settlement between the parties. If a party is not represented by an attorney, the court is required to assist that party on the procedure to be followed, presentation of material evidence, and questions concerning land. If you can settle at this pretrial conference, you should do so. It may be to your advantage. Remember, it is not easy to collect payments.

If you have a chance to settle the law suit before the court hearing, try to do so. Inform the court if this occurs and be ready to have the case heard just in case your settlement offer falls through.

When you appear in court, do not be disturbed if the business or person you are suing is represented by an attorney. Since the judge has a responsibility to ensure that the proceedings remain informal, your lack of legal knowledge will not work against you.

Either side in small claims cases may appeal an unfavorable ruling to Florida's Circuit Court. If you want to appeal, that is, pursue a dispute beyond small claims court because you are dissatisfied with the decision, you usually will need the aid of an attorney.

If you win the amount that you were seeking, you face the next task of getting the defendant to pay. When the defendant voluntarily agrees to pay you in a certain way — all at once or in installments — you're home free. But occasionally, a defendant who has lost in court won't pay the judgment that you received. When this happens, the court clerk can help you complete the forms to garnish the wages or bank account of the defendant but you must have tried to execute on the judgment first. Other court procedures may be available to collect a judgment, but they are difficult to pursue without the help of an attorney.

The following are sample STATEMENT OF CLAIM AND NOTICE STATEMENTS for a small claims court.

Statement of Claim

Small Claims Court

Highlands County, Florida

Sebring, Florida

Mel Duncan
Plaintiff

Address

vs. No. 198761-82

Carol Allen
Defendant

Statement of Claim

Ms. Carol Allen purchased a Highway Honda for $1,200, and with all but $313 in payments to go, she has failed to make the final payment of $313. She has refused requests for payment or the return of the Honda which is in her possess and which she uses daily for travel to her business.

State of Florida
.....

Mel Duncan, being first duly sworn on oath, says the foregoing is a just and true statement of the amount owing by defendant to plantiff, exclusive of all setoffs and just grounds of defense.

Mel Duncan /s/

Plaintiff (or agent)

Sworn and subscribed to before me this 21st day of April, 1982.

Notary Public

Notice Statement

TO Carol Allen
Defendant

5 Highway, Avon Park, FL
Home Address

18 Bo Court, Avon Park, FL
Business Address

You are hereby notified that Mel Duncan has made a claim and is requesting judgment against you in the sum of Three Hundred Thirteen dollars ( $313.00 ), as shown by the foregoing statement. The court will hold a hearing upon this claim on May 16, 1982 at 9:00 a.m. at The Courthouse, Court Room #10, Sebring, Florida.

You are required to be present at the hearing in order to avoid a judgment by default against you.

If you have witnesses, books, receipts, or other writings bearing on this claim, you should bring them with you at the time of the hearing.

If you wish to have witnesses summoned, see the court at once for assistance.

You may come with or without an attorney.

Thomas Farmer /s/
Clerk of the Small Claims Court

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DOOR-TO-DOOR SALES

Teachers will want to explore the kinds of door-to-door sales opportunities which take place in the students' neighborhoods: grass-cutters who stop when your yard needs cutting; Fuller brush salespersons; encyclopedia salespersons; house painters; Bible salesmen; house spray-cleaners; and so forth.

Each salesperson knocking on the door has a PITCH. You may want students to look up the many meaning of PITCH as a noun and a verb in a dictionary. Why is a sales appeal called a PITCH? What does it suggest about the pitfalls of a sales appeal?

A suggested lesson plan follows along with a reprint which outlines Florida law on door-to-door sales contracts. Most cities and many counties in Florida have ordinances regulating door-to-door sales. You might want to get copies of the applicable ordinances to use with your class.

## Bible salesman jailed

NEWARK, N.J. — A 19-year-old Bible salesman who says he was hungry and broke has been sent to jail for 30 days for stealing $2 worth of snacks from a supermarket. "I had a room, but it was going on two days that I couldn't get food," said Robert Cotton on Thursday. Cotton, of Flint, Mich., was arrested Sept. 28 on a shoplifting charge in an Orange supermarket and began serving his sentence at the Essex County Jail Annex in Caldwell on Saturday. An official at the jail, who wouldn't allow his name to be used, said officials would pay Cotton's fare home when his jail term is over. He said the teen-ager probably would be released around Oct. 16 on good behavior.

## Sears buys securities fi

NEW YORK — Directors of Dean Witter
Organizations Inc. and Sears, Roebuck & Co
on Thursday an agreement for Sears to
retail services company in a transac
$600 million. Dean Witter is
dustries Inc., which ranks a
company for g
Sears sale
value

Buying from a door-to-door salesman can be pleasant and rewarding. To be sure your dream doesn't become a nightmare, however, you should know your legal rights in a door-to-door or home solicitation sale. *Did you know, for instance, that:*

- *most contracts signed in your home can be cancelled if you change your mind?*
  Federal and Florida laws require the company to have a prominent or easy to spot notice of cancellation on all contracts. You must cancel within 72 hours or three business days (Saturdays are business days; Sundays aren't). You must notify the company in *writing* that you are cancelling.
- *some money can be kept by the company even if you cancel in three days?*
  The seller may keep all or part of your down payment. However, he may not keep more than five per cent of the total price. If the five per cent is more than $50, he can keep only the first $50.
- *some home solicitation sales cannot be cancelled*
  If you asked the salesman to your house, or if you bought either insurance or farm equipment, you do not have the right to cancel the contract. Also, if the total order is less than $25, the law says you cannot cancel.

Telephone solicitation is defined by Florida law as a door-to-door or home solicitation. You have the same right to cancel an oral contract made over your home telephone that you do a written contract signed in your home. (The same exceptions to the law apply also in a telephone sale.) Since your cancellation notice must be in writing, be sure to write down the company's name and mailing address for future reference.

There are certain precautions you can take to help insure a satisfactory purchase, whether you are buying magazines, photographs, encyclopedias, vacuum cleaners, or aluminum siding. They are:

1. *Shop carefully* and buy only what you really want or need. Do not allow yourself to be pressured into buying.
2. *Request identification.* Honest people will tell you quite frankly what they have come to talk to you about. They won't make false, confusing, or misleading excuses about their intentions. Florida law requires all door-to-door salesmen to provide you with easy-to-read identification showing his or her name, description, and signature; the name, address, and telephone number of the company; and the name, address and signature of the seller's supervisor. The salesman should also carry the proper license for door-to-door selling in your community. Licensing requirements vary from city to city and county to county. Check with your local licensing offices for regulations in your area.
3. *Don't be afraid to ask questions!* Is the salesman presenting his product to you in an honest manner? Are claims about what the product can do realistic or are they overly exaggerated? You have to use your own judgment to answer these questions.
4. *Get the guarantee in writing!* The guarantee should say what it will and will not cover and tell you who is responsible for honoring it. Ask the salesman to put any oral claims in writing and to sign his name.
5. *Before you sign a contract or order, be sure you have read it carefully.* Make certain that all appropriate blank spaces are filled in *before* you sign. (Draw a line through any blanks which do not apply.) Make sure the terms of the contract are the same as those told you by the salesman. The federal Truth in Lending Act requires that the finance charge on credit purchases must be fully disclosed and the annual percentage rate must be clearly stated. And, most important of all, be sure that the contract contains the right-to-cancel statement required by law.
   After signing, *be sure to keep a copy of the contract.* Get a receipt at the time of purchase or delivery. Purchases should be itemized, including tax and any additional charges, and show the name and address of the seller or firm.

You can shop more comfortably and safely in the privacy of your home if you know the protection afforded you by law, and if you follow these guidelines to help make sure you are dealing with a reputable company. Remember, though, no contract, other than one signed in your home, can be cancelled simply because you have changed your mind. There are exceptions for certain contracts for future consumer services, such as vocational schools, health spas, and dance studios which are covered by special laws.

If you have what appears to be a legitimate complaint about a door to door solicitation, you should keep adequate and accurate records. Then notify your local consumer protection office or contact the Division of Consumer Services, Mayo Building, Tallahassee, Florida 32301. The division's toll-free telephone number is 1 (800) 342-2176.

Florida Department of Agriculture and
Consumer Services
Division of Consumer Services
Mayo Building
Tallahassee, Florida 32301
Toll-Free 1-800-342-2176

DOYLE CONNER
*Commissioner*

JANE ROBINSON
*Director, Consumer Services*

I. General Objectives:

To inform the students about the dangers of dealing with door-to-door salespersons.

To know and understand the Florida law that provides the consumer with some protection if you buy from a door-to-door salesperson and then decide you are not satisfied.

II. Initiating Questions:

1. What is a door-to-door salesperson?

2. How your parents ever warned you about opening your door to strangers posing as salespeople? Explain why.

3. Why would a person sell products or services door-to-door instead of in a store or office?

4. Should you ever buy from a door-to-door salesperson?

5. Do you know anyone who earns a living by selling door-to-door?

6. What should you do if a door-to-door salesperson comes to your home? What should you say?

7. What kind of sales offers made by a door-to-door salesperson would warn you of a possible fraud?

III. Main Case:

A man calls at your grandmother's home wanting to talk to her about a fire safety system for her home. Because she is elderly and lives alone, she expresses interest. She explains to the "nice young man" how she is frightened she will awake at night and find her house on fire. The salesman tells her how many elderly people die in fires each year and explains that the system he sells would detect any excessive heat or smoke. The system would sound an alarm and warn her immediately. He persuades her to "invest $500 in personal safety." She gives him a check for a $200 deposit and signs a contract promising six monthly payments of $50 each. He, in turn, nails a smoke detector to the ceiling of her bedroom and leaves.

Grandmother calls your father and asks him to come to her home that evening. She explains about the nice young man and his fire safety system. Your father tells her that she has been cheated. The smoke device the young man installed has a retail value of approximately $40. He reads the portion of the contract that explains she has the right to cancel it within three working days if the amount is over $25. She must pay a penalty of 5% of the purchase fee. She asks him what must she do now and will he help her.

IV. Questions (Comprehension):

1. What was the total price charged for the "fire alarm system?" How much did she pay as a deposit? Did she give him cash or a check?

2. Of what did the system consist? What was its approximate retail value?

3. Who advised grandmother she had been cheated?

4. What was written in the contract about cancellation?

V. Probing Questions:

1. What if grandmother had asked to see a plan of the fire alarm system, do you think she would have been fooled?

2. What if she had asked to see his identification and checked on his company before she wrote her check for $200?

3. What if she had been too ashamed to admit her foolishness and had not called her son? Do you think she would have paid the contract in full?

4. Can door-to-door salespeople solicit sales without a license or a permit? Who can we call in Highlands County to find out?

5. Do you think the police or sheriff's department will give grandmother advice about canceling her contract and trying to get her money back? When should she call them? Could she call the Chamber of Commerce, or an agency of State government in Tallahassee?

VI. Things To Do:

1. Find out if door-to-door salespeople are required to have permits in your city or county. Learn about the process of applying for a permit.

2. Pretend you are a door-to-door salesperson. What would you say to get a person to let you come into their home?

3. Get a friend to pretend he's a door-to-door salesperson. What would you do to get rid of him?

Teacher's Notes:

1. Florida law gives you three working days to cancel any purchase from a door-to-door salesman if it costs more than $25. To back out of the bargain you must write to the company within three working days.

Definition of a door-to-door salesperson:

Those people who sell things at places other than at regular business establishments. They usually come to your house, but can approach you on the street. Telephone solicitors and television advertisements who call you for orders are also considered door-to-door sales under the law.

Three general types of door-to-door salespeople:

1. A neighbor or a friend selling tickets to a fund-raising barbeque or a high school student selling candy for the band.

2. May be a person you do not know who is selling a well-known product. Will usually ask for your parent.

3. A stranger who talks fast and wants to sell you some service such as cleaning your roof or offers a fantastic bargain. Beware of this person and his motives.

Reasons why some reputable people are door-to-door salespeople:

1. Mothers who have young children prefer this type of job to a regular job with long hours.

2. Some firms, such as Avon, Tupperware, Watkins, only see door-to-door. This is their sales gimmick.

   Some insurance salespeople solicit new customers and collect payments at the home rather than from an office.

   Encyclopedia salespeople prefer to show their product in your home to the entire family.

   A "sales pitch" is the way a salesperson will try to pressure you into buying. Some examples are:

   1. Soft talk - coaxing
   2. Trying to frighten you
   3. Fast talk
   4. Making you feel ashamed or dumb
   5. Making you feel sorry for them so you will help increase their sales.

   Best way to deal with a door-to-door salesperson if you are alone or without adult supervision: Just say "I'm not interested."

   If you parents are home and want to talk to the salesperson, they should ask to see his sales permit, personal identification and company identification.

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SOME SOUND SHOPPING PRACTICES.....

Getting "ripped off" is a phrase added to our vacabularies in recent years. It is colorful...and often used. Is "getting ripped-off" something that others do to us...or is it something that we do to ourselves?

"Let the buyer beware" is a much older phrase, but one which we still need to heed. It is the responsibility to take care of him or herself.

To do this, we all need to practice sound shopping techniques. The lessons which follow offer a few techniques.

## Basic Contract Do's and Don'ts

**DO** insist that the salesman let you take home a copy of the contract before you sign it.

**DO** show the contract to a friend or a lawyer if there's any question about some provision of the contract.

**DON'T** sign anything unless you have had time to read it carefully (or have it read to you) and you fully understand what it says.

**DO** insist that all promises (guarantees and warranties) be put in writing.

**DON'T** ever sign a contract with blank spaces that are to be filled in later by a salesperson.

**DO** keep copies of all contracts, payment records and complaint record in a safe place.

I. General Objectives:

1. To help elementary school students to learn and to understand their roles and rights as consumers in society.

2. To help elementary students become more conscious of good shopping practices.

3. To help elementary students become more aware of the value of a guarantee or warranty when they purchase an item.

II. Initiating Questions:

1. Have you ever wanted a toy or similar item just because everybody else had one?

2. Have you ever decided you wanted a toy or item just by seeing an advertisement for it?

3. When you had saved enough to purchase the toy or item did you visit several stores to compare prices, or did you just go to the first store and buy it?

4. When you shop for an item do you buy a certain brand just because it is the cheapest or are there other reasons?

5. If there are other reasons, what are they?

6. Can you tell me what a guarantee is?

7. Do you think it is important to think about a guarantee when you purchase a tor or item? Why? Why not?

III. Main Case for Deliberation:

For days all Julie had talked about was purchasing a Rubik's Cube. All her friends had one and Julie wanted to be one of the crowd and get in on the latest craze. Her mother suggested that they go shopping at the Mall on Saturday, but Julie was impatient and didn't want to wait until the weekend.

On her way home from school as she passed one of the neighborhood stores, she observed a sign in the window with the words, "Sale. Puzzle Cube. $2.99." The sign also contained a black and white picture of the Cube. Julie was excited. All her friends had paid betwen $5-$7 for their Cubes and here she could buy one for $2.99. She had never purchased anything in the store before, but the sign seemed to good to be true. She reached into her pocket to check to see if her babysitting money was there, then went in to purchase the Cube.

Only when she got home and showed her family did Julie realize what had happened. Julie had not purchased the Rubik's Cube made by the Ideal Toy Company like she though, but a poor imitation of the Cube imported from Japan. The puzzle box did contain a small sheet of instructions, but not the more complete instruction sheet that the Rubik's Cube contained.

To make matters worse, the small cubes on the red side broke when Julie tried to work the puzzle. When Julie tried to take the Cube back to the store, the manager told her that the sign said that the Cube was on sale and that all items were sold as is and that all sales were final.

Whne Julie's mother looked at the small sheet included with the Puzzle Cube to find the name of the company that made the Cube, all she found was the statement, "Made in Japan." Poor Julie. Now she was out her babysitting money and still didn't have a Rubik's Cube.

IV. Comprehension Questions:

1. What did Julie want?
2. Why was Julie excited as she walked home from school?
3. What did the sign say?
4. What did Julie discover when she got home?
5. What happened when Julie played with the Puzzle Cube?
6. Would the store take it back? Why?
7. What did Julie's mother attempt to do?
8. How do you think Julie feels?

V. Probing Questions:

1. Think carefully about Julie's situation. Is there anything she can do now?
2. What were some of the mistakes Julie made in her purchase? (Teacher Notes)
3. What should Julie have done? (Teacher Notes)
4. Has anything like this ever happened to you or a member of your family? (Share experiences)

VI. Teacher Notes:

1. Julie made these mistakes:

   a. Intense need to have product because everybody else had one.
   b. Impatience.
   c. Shopping in an unfamiliar store.
   d. Not knowing store policy.
   e. Not reading ad carefully.
   f. Being concerned only with price.
   g. Not being concerned with good instructions, a guarantee, or dealing with a reputable company.

2. What Julie should have done:

   a. Never buy on impulse and/or because everyone else has one.
   b. Read and listen to ads carefully. Know what they are saying.
   c. Shop in a reputable, familiar store.
   d. Although the lowest price is always important, don't let that be the only deciding factor. Also consider guarantee and reputation of company.

If Julie had problems with her Cube after following these steps, she could have taken it back to the manager of the store or she could have written to the Consumer Department of the Toy Company.

VII. Follow Up Activities:

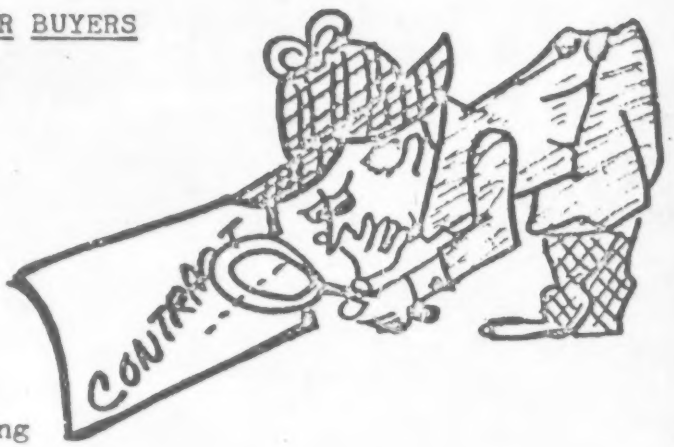
1. Role Playing

   a. Julie's situation.
   b. What Julie should have done.

2. Letter Writing

   Have class bring in names and addresses of national toy companies and have group write practice letters to the Consumer Departments of the companies concerning a problem toy.

## HELPFUL HINTS FOR BUYERS




DO NOT:

1). Sign a contract before reading it and understanding it.

2). Sign a blank contract that will be filled in later.

3). Sign a paper to get rid of a salesman.

4). Sign any contract without getting a copy.

## EIGHT RULES FOR SMART BUYING*

1). Take your time. Honest salesmen won't push you into buying. They want you to be satisfied at prices you can afford.

2). Look carefully at what you want to buy. Feel it, understand how it works, and try it if you can.

3). Ask questions. How long will it last? How much does it cost? What company made it?

4). When you pay money for something, GET A RECEIPT! The receipt must:
   (a) Show the name of the company you paid the money to
   (b) Tell in words what you bought
   (c) Tell the full price of the product
   (d) Tell how much you paid
   (e) Tell the date that you paid

5). When you buy on a special INSTALLMENT PLAN (buying on time) the contract should show:
   (a) The price of the product bought
   (b) Cost of interest service
   (c) Cost of insurance
   (d) Delivery charges
   (e) A complete total of all of the above costs
   (f) The number of installment payments
   (g) Amount of each payment
   (h) Date of each payment
   (i) A receipt for any down payment that you make.

*From the Harlem Consumer Education Counsel, Indiana.

6). Get guarantees and warranties in writing and read them carefully. Make sure that they spell out what the salesman promised.

7). Check the quality and price of what you bought or want to buy at more than one reliable store.

8). Before you sign any paper, show it to someone who can explain it to you. Don't take the salesman's word for what it says.

WATCH FOR SALESMEN WHO START LIKE THIS*

1). "If you buy your family's food from me, your freezer won't cost anything." Don't believe him and don't do it!!! Women have paid fast talking salesmen from $1,100 to $1,500 for freezers that were no good.

2). "I'm working my way through school." Most often these young men or women ask you to give them money for magazines they say will come later. NEVER GIVE THEM MONEY!

3). "I have a present for you if you will answer these questions, just sign here." BE CAREFUL! A dishonest salesman uses the present to fool you. He really wants you to sign to buy something else.

4). "Don't you want to help your child?" This is how many salesmen try to shame you into buying expensive books and encyclopedias. Don't sign any papers he gives you. It may force you to pay as much as $300.

5). "This won't cost you a thing if you give me the names of ten of your friends. Just sign here." DON'T SIGN! This racket robs many men and women. The dishonest salesmen offers to pay you money for each name you give him. The paper he asks you to sign is really your promise to buy.

6). "Here's a sewing machine for only $15." He only says that to get your interest. The $15 sewing machine is worthless. He wants to fast-talk you into buying a $200 machine on the installment plan. This approach is also used frequently in furniture stores.

7). "Have you got the money with you?" BE CAREFUL. An honest salesman won't ask you questions like this before showing you the thing that you want to buy.

*From the Harlem Consumer Education Counsel, Indiana.

BUYERS RIP OFF SELLERS, TOO.....

Of course, not all salespersons and store owners are trying to cheat the public. They would soon go out of business.

In fact, many times the salespersons and storeowners are ripped off by "consumers."

The following lessons deal with a few of the ways in which sellers get ripped off.....

# Sebring Police shorts

A Sebring man was arrested and charged with petit theft and aggravated battery after allegedly trying to run over a K-mart employee Oct. 1.

Robert Franklin Cornett, 68, 4715 Jasmine Dr., was arrested by Sebring police a short time after an incident involving three K-mart employees and Cornett.

An undercover security employee saw Cornett place two small packages of hardware and a container of Preparation H into his ·cket while pretending to ·hopping.

·nett then went through ·ck-out line, paid for a ·ug spray and some ·d then left the

·her store ·k Haller and ·nued Cor- lot. The ·rnett ·ot General Hospital. Beard, 1702 Evangeline Ave., was treated and released.

Sebring Police Sgt. Bob Baker found Cornett on S. Commerce after the incident. Cornett was arrested, taken to Highlands County Jail, and bond was set at $1,700 cash or $5,600 surety for the two charges.

A Lake Placid man was injured Saturday afternoon at the Sebring Airport when a motorized glider crashed because of a stalled engine.

Samuel Pelot, 38, was listed in stable condition at Highlands General Hospital Wednesday morning following the incident at the airport Saturday at about 1 p.m.

Pelot, according to the police report, was riding a glider owned by Tim Nicholas, also of Lake Placid. Pelot went up to a heighth of about 500 feet, but his balance during the flig· ·as never stable.

·elot came ba· ·g, and w· Highlands General following the accident.

A Sebring woman was arrested Oct. 5 on charges of shoplifting, possession of a controlled substance and possession of paraphernalia.

Alice Ann Posey, 18, 544 Rose Ave. Apt. B, was taken into custody by Sebring police after Ptl. Ron Nelson picked her up at the intersection of N. Ridgewood and Lime St. about 4 p.m., Oct. 5. Posey had been wanted by the Highlands County Sheriff's Department on other charges.

Found in Posey's purse were a jar of cherries, assorted icings for a cake, candles, a bag containing cannabis, a hemostat · rolling papers.

Thriftway emp· contacted · tified the· item·

WHAT "RIP OFF" IS TAKING PLACE IN EACH OF THE FOLLOWING SITUATIONS?

1. Persons have stolen so many coats from the department store that the coats are now chained to the racks. A salesperson must unlock one for you to try on. This takes more employee time, so prices go up to cover the additional cost.

2. Sally wanted to buy her mother a gift. She had ten dollars and chose a handbag. As the clerk was giving her the change, Sally noticed that the clerk counted a $10 bill as a $1 bill. Sally said nothing. She departed the store with a slight smile and a bonus!

3. Ted and his dad rented a car for a weekend fishing trip. His dad disconnected the mileage cable for part of the trip to "save miles." The car rental company charged so much per day and 10¢ per mile. Ted's clever dad saved over $50.00 on that trip.

4. The Shop-and-Go store across the street from the school had a lot of stealing. The stealers took little things like cakes and candy, or cokes and pencils. But the amount added up. The store had to increase prices to cover the losses. Then, due to higher prices, regular shoppers stopped coming in. The store finally was closed and four students lost their parttime jobs.

5. To join the Patrolers, Ted had to steal a dog choke collar. That was the "trademark" of the Patrolers! You could not buy the chain collar, you had to steal it from a store. Ted stole one. He thought that he was lucky --he did not get caught for shoplifting!

6. Mary wanted friends. To win people's favor, she gave them gifts of candy, pens, paper, and chewing gum. She even offers the teacher gifts. Unfortunately, Mary gets her gifts by shoplifting at the local drug store. She has not been caught.....yet.

What are the consequences of the rip offs in each of these situation? Who benefits and who will suffer?

For situation number 3, you might find this Florida Law of interest:

(4) TAMPERING WITH MILEAGE DEVICE.

Whoever, after hiring a motor vehicle from any person or persons under an agreement to pay for the use of such motor vehicle a sum of money determinable either in whole or in part upon the distance such motor vehicle travels during the period for which hired, removes, attempts to remove, tampers with, or attempts to tamper with or otherwise interfere with any odometer or other mechanical device attached to said hired motor vehicle for the purpose of registering the distance such vehicle travels, with the intent to deceive the person or persons letting such vehicle or their lawful agent as to the actual distance traveled thereby, shall upon conviction be deemed guilty of a misdemeanor of the second degree. Any person who shall knowlingly aid, abet or assist another in violating the provisions of this subsection shall, as a principal in the first degree, be guilty of a misdemeanor of the second degree.

In all the situations, the following Florida law is interesting:

741.24 Civil action against parents; willful destruction or theft of property by minor.

(1) Any municipal corporation, county, school district, or department of Florida; any person, partnership, corporation, or association; or any religious organization, whether incorporated or unincorporated, shall be entitled to recover damanges in an appropriate action at law in an amount not to exceed $2,500, in a court of competent jurisdiction, from the parents of any minor under the age of 18 years, living with the parents, who shall maliciously or willfully destroy or steal property, real, personal, or mixed, belonging to such municipal corporation, county, school district, department of the state, person, partnership, corporation, association, or religious organization.

(2) The recovery shall be limited to the actual damages in an amount not to exceed $2,500, in addition to taxable court costs.

# STOLEN GOODS

I. General Objective:

To help students recognize that buying stolen goods is a form of stealing; to help them make appropriate decisions in the face of conflicting feelings; and to realize that buying stolen goods is a cause of more burglaries in our society.

II. Initiating Questions:

1. Have you ever bought an item or taken a gift from someone and you felt that it was not really their's to give or sell?

2. Why did you take it?

3. How would you explain to your parents or someone in authority how you obtained it?

Case Study:

Anthony's father brings home a transistor radio that Anthony has been wanting for a long time, but the family budget couldn't afford it. His father assures the mother who is very upset, that everything was "OK", because he has bought the radio "hot", off the street from a guy for only $8.00.

One week later the Stevens return home to find their place in "topsy-turvy." Chairs are turned over, books thrown about. The place a complete mess.

The Stevens' call the police. The police want to know what was taken. When did they think it happened? Did they leave home Wednesday about the same time? The officers explain that it probably was the same ring of kids who have been breaking into other homes in the neighborhood recently.

1. What do you think about the behavior of Anthony's dad?

2. What might happen if the radio "salesman" is caught and reports to police that he sold the radio to Anthony's dad?

3. Is Anthony's dad a wise shopper? A generous father? A thief?

4. When Anthony's home was broken into, was this "justice?"

5. What are the consequences of participating in shoplifting and theft by buying stolen goods or accepting stolen goods as "gifts?" Who suffers? Why?

## COIN-OPERATED MACHINES

I. General Objective:

Students will recognize that tampering with coin-operated machines is a crime.

II. Initiating Questions:

1. Have you ever put a coin in a machine and lost it?

2. Did it make you angry?

3. What did you do? Report it to the manager of the business?

When we lose money in a machine, we tend to get upset and demand immediate action. We can't wait to "tell" someone about our problem. But...what happens if we put money into a machine and get three times as much money back as we put in?

III. Main Case:

Johnny and Billie usually rode the go-cart every Saturday afternoon. They were hot and thirsty so they stopped by Mr. Jones' gas station to get a coke. "Johnnie, have ya got quarter? This one is a little bent out of shape." "Hey, remember last week we got 2 quarters back?" "Yea!" Johnnie puts 2 quarters in the machine. He geta coke, but no extra quarter. Billy puts 2 quarters in and starts kicking the machine. "Look, Billie - I got my coke and a quarter. Come on, let's go!" (Mr. Jones was so busy putting tires on a car, he did not hear the noise.)

IV. Questions:

1. Do you think that what Billie and Johnnie did happens frequently?

2. Is this a crime?

3. If so, what could happen to the boys if they were caught?

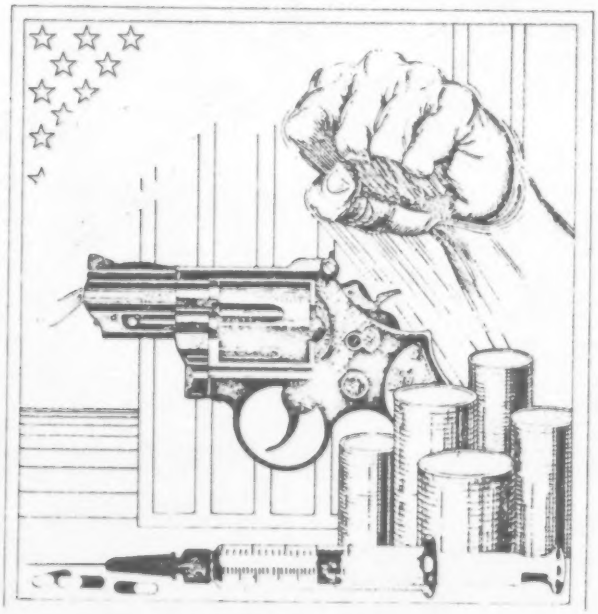
4. Was Mr. Jones a victim? Was the vending company a victim?

Florida Statutes:

741.24 Civil action against parents; willful destruction or theft of property by minor.
(1) Any municipal corporation, county, school district, or department of Florida, any person, partnership, corporation,

or association; or any religious organization, whether incorporated or unincorporated, shall be entitled to recover damages in an appropriate action at law in an amount not to exceed $2,500, in a court of competent jurisdiction, from the parents of any minor under the age of 18 years, living with the parents, who shall maliciously or willfully destroy or steal property, real, personal, or mixed, belonging to such municipal corporation, county, school district, department of the state, person, partnership, corporation, association, or religious organization.

(2) The recovery shall be limited to the actual damages in an amount not to exceed $2,500, in addition to taxable court costs.



## COIN-OPERATED MACHINES

I. General Objective:

To help students understand the consequences of their actions when stealing from or misusing coin-operated machines.

II. Initiating Questions:

Have you ever used a coin-operated machine? What type of coin-operated machine have you used? (Soda, candy, laundry, pinball, parking meter) Have these machines always worked properly? What was your reaction if the machine did not do what you expected it to do?

III. Main Case:

After eating an inadequate and rather tasteless school lunch, Rodney decides to buy some cookies out of a vending machine on campus. Rodney inserts his coins and pushes the button marked molasses cookies. Much to his surprise, nothing happens. He looks around - no one is watching and gives the machine a swift kick...still nothing happens. Rodney decides a second kick, somewhat harder than the first, will solve his problems. He was rewarded for his efforts with not only a variety of cookies and change, but had severely altered the appearance of the machine.

IV. Comprehension Questions:

1. What did Rodney do? Why did he do it?
2. Was the action taken by Rodney worth the cost of the cookies?
3. Why was Rodney's reaction so violent?

V. Probing Questions:

1. How will Rodney explain his actions?
2. Has anything like this ever happened to you? What did you do? How did you feel? Why?
3. What could vending machine owners do to prevent this sort of vandelism from happening?
4. Was there anything Rodney could have done instead of damaging the vending machine?

Florida Statutes:

877.08 Coin-operated vending machines and parking meters; defined; prohibited acts, penalties.

(1) A "coin-operated vending machine" or "parking meter," for the purposes of this act, is defined to be any machine, contrivance, or device that is adapted for use in such a way that, as the result of the insertion of any piece of money, coin or other object, the machine, contrivance, parking meter or device is caused to operate or may be operated any by reason of such operation, the user may become entitled to receive any food, drink, telephone or telegraph service, insurance protection, parking privilege or any other personal property, service, protection, right, or privilege of any kind or nature whatsoever.

(2) Whoever maliciously or mischievously molests, opens, breaks, injures, damages, or inserts any part of his body or any instrument into any coin-operated vending machine or parking meter of another, shall be guility of a misdemeanor of the second degree.

(3) Whoever molests, opens, breaks, injures, damages, or inserts any part of his body or any instrument into any coin-operated vending machine or parking meter of another with intent to commit larceny is guilty of a misdemeanor of the second degree.

(4) Whoever violates the provisions of subsection (3) a second time, and is convicted of such second separate offense, either at the same term or a subsequent term on court, shall be guilty of a felony of the third degree.

817.32 Vending Machines (Coin-operated devices) Fraudulent operation of.

Any person who shall operate or cause to be operated, or who shall attempt to operate, or attempt to cause to be operated, any automatic vending machine, slot machine, coinbox telephone, or other receptacle designed to receive lawful coin of the United States in connection with the sale, use or enjoyment of property or service, by means of a slug or any false, counterfeited, mutilated, sweated, or foreign coin, or by any means, method, trick, or device whatsoever not lawfully authorized by the owner, lessee, or licensee of such machine, coinbox telephone or receptacle, or who shall take, obtain or receive from or in connection with any automatic vending machine, slot machine, coin telephone or other receptacle designed to receive lawful coin of the United States in connection with the sale, use, or enjoyment of property or service, any goods, wares, merchandise, gas, electric current, article of value, or the use of enjoyment of any telephone or tele-

graph facilities or service, or of any musical instrument, phonograph, or other property, without depositing in and surrendering to such machine, coinbox telephone or receptacle lawful coin of the United States to the amount required therefor by the owner, lessee, or licensee of such machine, coinbox telephone or receptable, shall be quilty of a misdemeanor of the second degree.

817.33 Vending Machines, Manufacture, etc., of slugs to be used in coin-operated devices prohibited.

Any person who, with intent to cheat or defraud the owner, lessee, licensee, or other person entitled to the contents of any automatic vending machine, slot machine, coinbox telephone or other receptacle, depository, or contrivance designed to receive lawful coin of the United States in connection with the sale, use, or enjoyment of property or service, or who, knowing that the same is intended for unlawful use, shall manufacture for sale, or sell or give away any slug, device or substance whatsoever intended or calculated to be placed or deposited in any such automatic vending machine, slot machine, coinbox telephone or other such receptacle, depository or contrivance shall be guilty of a misdemeanor of the second degree.

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FORGERY....."BAD CHECKS"

Is a blank check just another piece of paper?

A babysitter is paid $6.00 for her evening's work. She changes the amount to $16.00 and cashes the check at her bank. John, Jr., finds a check for $50.00 made out to his father, John Smith. John, Jr., adds "Jr." to the check and cashes it, getting the $50.00 in $10 bills. Are these acts wrong? Why? Are they illegal acts? Will the two forgers get caught? How do you know?

Florida has always had "bad checks" ever since banks started issuing checks. This is especially true during hard economic times. Today, more and more youth are trying to get away with forging checks.....and are getting caught.

But forgery is more than just "bad checks." It includes something called UTTERING. It includes actions such as changing grades on official school records, changing official deeds to land, altering official insurance policies, and so forth.

Oct. 15, Faye Colbert, 26, was arrested at 704 Palmetto Street in Wauchula on a capias charging her with two counts of worthless checks. She was released from jail on $300 cash bond the same day.

Oct. 15, Vickie Mills, 24, was arrested at Tom's Restaurant in the Wauchula Plaza on a capias charging her with three counts of obtaining property by worthless check. She was released the same day on $1,500 surety bond.

Oct. 14, George Harvey, 26, was arrested on a Polk County capias charging him with aggravated battery. He was released from jail the same day on $1,500 cash bond.

Oct. 14, Abbie McCardle of McCardle Road reported the burglary of her home and the theft of a shotgun valued at $50.

Oct. 12, a passing motorist reported that Madame Laura's (a palmist) on U.S. 17 across from the Wauchula Plaza was broken into and vandalized. The motorist said she knocked on the door and it came
en. Damage inside the residence-business included:
television sets ($200), stereo set ($75), dining table
clay statue ($15) and the glass in a China
($15). The vandalism took place between Oct
12 while the owner was out-of-state.
Ginger Faye Bumby, 13, of Zolfo Sp
theft of a Gempinhant flute Mo
She said the flute was take

## RANK ORDER

Rank the following offenses according to their seriousness and the consequences.

1 = least serious  9 = most serious

____ Inform box office salesperson you are under 12, so you can see the movie for a child's admission price.

____ Alters birth date on drivers license to get into a disco bar.

____ Change the name on a final exam paper to get a better grade.

____ Write your own doctor's appointment verification note to get an excused absence from school.

____ Write your own parent's absentee note and turn it into the main office.

____ Trace over an old hall pass note, change the date, and show it to Mr. Courtledge when questioned in the hall.

____ Sign an official form that was to be taken home for a parent to sign and return.

____ Change grades on an official school transcript form.

____ Sign a name on a blank check you found in the hall and pay for a jersey at the school store.

Discussion:

1. Why was your number 9 the most serious offense?
2. Why was your number 1 the least serious offense?
3. What makes some offenses more serious than others?
4. From Choice #1 to #8 list the ways people are effected or suffer because of those actions. Who benefits? Who gets hurt?

### Interpreting the Law

831.01 Forgery.

Whoever falsely makes, alters, forges or counterfeits a public record, or certificate, return or attestation of any clerk or register of a court, public register, notary public, town clerk or any public officer in relation to a matter wherein

such certificate, return or attestation may be received as a legal proof; or a charter, deed, will, testament, bond, or writing obligatory, letter of attorney, policy of insurance, bill of landing, bill of exchange or promissory note, or an order, acquittance, or discharge for money or other property, or an acceptance of a bill of exchange or promissory note for the payment of money, or any receipt for money, goods or other property, or any passage ticket, pass or other evidence of transportation issued by a common carrier, with intent to injure or defraud any persons, shall be guilty of a felony of the third degree.

813.02 Forgery. Uttering forged instrument.

Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other writing mentioned in s 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injur or defraud any person, shall be guilty of a felony of the third degree.

After reading the Florida Statutes, above, answer and discuss the following questions:

1. What is the difference between forgery and uttering?
2. What consequences should judges impose when punishing criminals for these offenses?
3. Who gets hurt when bad checks are passed?
4. From the Rank Order activity, which situations would be classified as forgery?
5. Which situations would be uttering?
6. What would happen if many more people passed bad checks? Who would be hurt by this?

Florida Statutes note that if someone writes a worthless check, they are in trouble. If a person writes a check for $50 or less, knowing that funds were not adequate to cover the check, then this is a second degree misdemeanor. Over $50, it is a third degree felony.

If the person receives property of over $50 for a worthless check, knowing that it was not covered by an adequate bank account, it is a third degree felony. Under $50 it would be a first degree misdemeanor.

These are the criminal law penalties. The person accepting the worthless check in exchange for property or services can file a civil suit against the person writing the check.

## TEACHER INFORMATION SHEET

Common Crimes: Classified by Degree

I. Felonies

A. Capital felony: Example: premeditated murder — Death or up to life imprisonment, with 25 year minimum.

1. 1st degree murder (includes felony-murder)
2. Sexual battery against person 11 years or younger

B. Life felony: Example: rape — Life of 30 year minimum.

1. Sexual battery against person 12 years and older with deadly weapon or injury causing force

C. 1st degree felony: Example: strong-armed robbery — Up to 30 years, and/or a $10,000 fine.

1. 2nd degree murder
2. Kidnapping
3. Sexual battery which does not classify as capital or life felony
4. Arson, if structure may be inhabited
5. Burglary, if burglarer is armed or makes assault
6. Robbery, with deadly weapon

D. 2nd degree felony: Example: aggravated battery — Up to 15 years, and/or a $10,000 fine.

1. 3rd degree murder
2. Manslaughter
3. Arson, if structure is known to be vacant
4. Aggravated battery
5. Burglary, if structure is occupied
6. Robbery, without deadly weapon

E. 3rd degree felony: Example: sale of marijuana — Up to 5 years, and/or a $5,000 fine.

1. Vehicular homicide
2. Aggravated assault
3. Carry concealed firearm
4. Burglary, of unoccupied structure
5. Grand larceny (theft of $100 or more
6. Petit larceny (for 3rd conviction)
7. Receiving stolen property (of $100 or more in value)

8. Resisting arrest, with violence
9. Marijuana possession of 20 grams or more
10. Sale of marijuana (any amount)

II. Misdemeanors

A. 1st degree misdemeanors — Up to 1 year in county jail and/or a $1,000 fine.

1. Battery (not aggravated)
2. Carrying concealed weapon (not firearm)
3. Trespass, if armed or a person is present
4. Petit larceny, 2nd conviction
5. Resisting arrest, without violence
6. Marijuana possession (19 grams or less)

B. 2nd degree misdemeanors: — Up to 60 days in county jail and/or a $500 fine.

1. Assault (not aggravated)
2. Trespass (simple)
3. Petit larceny, 1st conviction
4. Receiving stolen property ($99 or less in value)

Fines may also be levied in addition to, or in lieu of, imprisonment when specified by statute.

Repeat (habitual) offenders may have penalties increased.

For a number of crimes, including robbery, burglary, and aggravated battery, the use of a firearm or destructive device requires a 3 year minimum sentence.

Delinquent children:

If a child is adjudicated delinquent for a serious crime and it is a second offense, the State Attorney should request that the child be transferred to an adult court.

## CHECKLIST FOR A CLASSROOM VISIT

Here is a checklist of suggested procedures that should help ensure a successful classroom visit by a resource person. The key to success is to share information and ideas with your guest as far in advance as possible and to plan ahead for whatever special materials and equipment will be needed. This checklist can be adapted to fit a field-trip situation.

A. Briefing the resource person

1. Characteristics of the class or group (age, grade level, size, socioeconomic background, legal and political sophistication) _____

2. Context of presentation (topics currently or previously studied, where this presentation fits in, goals and objectives of presentations) _____

3. Restrictions and special considerations (amount of time available, size and setup of room, availability of special equipment, presence in the group of students with physical or other impairments) _____

4. Appropriate or preferred instructional strategies (lecture, lecture/discussion, panel discussion, debate, role-play, mock trial, case study, games, other) _____

B. Arranging for materials and equipment

5. Print materials (titles and quantities needed, whether duplication will be required, arrangements for necessary duplication) _____

6. Nonprint materials (slides or filmstrips that might need to be ordered or reserved, any necessary audio-visual equipment, newsprint pads, marking pens, etc.) _____

C. Preparing the class

7. Readings or handouts that might need to be read and discussed before the visit _____

8. Questions that need to be prepared in advance by students or teacher _____

9. Procedures for special strategies (role play, mock trial) that require advance explanation or discussion _____

D. Planning for follow-up activities

10. Consultation with resource person about follow-up or extension activities and debriefing techniques or evaluation procedures. _____

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Adapted with permission from *Involvement: A Practical Handbook for Teachers* (Carroll County Public Schools and Maryland Bar Association, 1976).

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# Background for the Resource Person

The idea of using lawyers and law-enforcement officers as human learning resources in classrooms or organizational programs is not a novel one. Many attorneys have participated in law-day programs or spoken to community groups about the justice system. Many police and sheriffs' officers have visited schools, youth groups, and neighborhood associations to talk about their work and about the necessity for citizens to cooperate with and support law-enforcement agencies.

However, in most such cases the contribution of the resource person is confined to standing up before a group and giving a formal or informal speech--a prospect that may be intimidating to even the most-seasoned veteran of a law-enforcement agency, if not to a trial lawyer. While there certainly is value in listening to attorneys and police officers talk about their work, students can often learn more if they are involved in a structured learning strategy that requires their active participation. Such a strategy might be a debate, a mock trial, a game, or a role-playing activity.

Whatever the strategy or content selected, resource persons will benefit by keeping the following general teaching tips in mind.

Getting and Keeping Interest

Whether an audience consists of elementary students, teenagers, or adults, a resource person should be aware that people are invariably most interested in events and issues that touch their lives personally. One way to make a theoretical concept more engaging is to present it in the context of a controversial local issue or a situation relevant to the world of the school or classroom.

Establishing and Maintaining Credibility

Many people have preconceived ideas and possibly negative feelings about attorneys, law-enforcement officers, probation specialists, and other people in law-related occupations. In many cases these negative prejudices stem from the conviction or suspicion that the so-called justice system is anything but just--a belief that may not be without grounds, given personal experiences with the system. Resource persons need to be extremely careful to avoid projecting the impression that the legal and justice system that prevails in this country is perfect, that there is no room for improvement either in conception or in administration. Overt or implicit criticisms of the system should be met, not by defensive arguments, but by the admission that there are inequities both in the system itself and in its administration. However, the resource person

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should emphasize the point that it is the right and responsibility of all citizens to work toward reforming and correcting these inequities. One of the major goals of the resource person's presentation should be to get across the idea that the law is a dynamic evolutionary force that often responds to public and community pressures.

## Do's and Don't's for Resource Persons

Don't:

--Lecture at students.

--Use jargon or unfamiliar words.

--Come across as being condescending or omniscient.

--Let yourself get angry at heckling or passive unresponsiveness.

--React defensively to criticism about the legal system or your role in it.

--Read a prepared speech.

--Talk in a monotone.

--Assume that students or participants either have or lack knowledge about a given point (check it out).

Do:

--Consider the ages and experiences of students or participants.

--Prepare yourself adequately.

--Maintain eye contact.

--Solicit feedback frequently.

--Encourage active participation by members of the audience.

--Be yourself; let your personality show; come across as a real human being.